



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA**

JULY 12, 2016

Closed Session at 6:00 PM (*when scheduled*)

General Business Session at 7:00 PM

Barbara D. Kogerman, Mayor

Don Sedgwick, Mayor Pro Tempore

Andrew Blount, Council Member

Melody Carruth, Council Member

Dore J. Gilbert, M.D., Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR JUNE 28, 2016, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JUNE 28, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JULY 12, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$207,809.93.

3.4 COMMENCEMENT OF A REVIEW OF THE CITY'S SIGN CODE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

3.5 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CABOT PARK RENOVATION PROJECT, CIP NO. 241-A

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE CABOT PARK RENOVATION PROJECT, CIP NO. 241-A.

3.6 COMPLETION OF THE ANNUAL WEED ABATEMENT PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

3.7 AUTHORIZATION TO PURCHASE PORTABLE (HANDHELD) 800 MEGAHERTZ RADIOS AND ACCESSORIES AS PART OF THE SECOND PHASE UPGRADE TO THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

RECOMMENDATION: THAT THE CITY COUNCIL: (1) WAIVE COMPETITIVE FORMAL BIDDING REQUIREMENTS AND PROCEDURES SET FORTH IN THE LAGUNA HILLS MUNICIPAL CODE (LHMC) SECTION 3-08.080 AND AUTHORIZE THE SOLE SOURCE PROCUREMENT WITH REGARD TO APPROVAL OF A PURCHASE WITH MOTOROLA SOLUTIONS, AS IT IS HEREBY FOUND AND DETERMINED, PURSUANT TO LHMC 3-08.110, THAT THERE IS ONLY ONE VENDOR THAT CAN PROVIDE THE NECESSARY EQUIPMENT FOR USE IN THE COUNTYWIDE 800 MEGAHERTZ COMMUNICATIONS SYSTEM BASED ON THE INFORMATION PRESENTED HEREIN BY CITY STAFF; AND (2) AUTHORIZE THE PURCHASE OF PORTABLE (HANDHELD) 800 MEGAHERTZ RADIOS AND ASSOCIATED ACCESSORIES IN ACCORDANCE WITH THE JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM.

3.8 AWARD OF CONTRACT TO CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB FOR TRANSPORTATION SERVICES FOR THE CITY OF LAGUNA HILLS' SENIOR DIAL-A-TAXI PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB FOR SENIOR DIAL-A-TAXI TRANSPORTATION SERVICES.

3.9 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND SALARY RANGE AND BENEFITS FOR A NEW, FULL-TIME POSITION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND

SALARY RANGE AND BENEFITS FOR A NEW, FULL-TIME POSITION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3 APPROVAL OF MINUTES FOR JUNE 28, 2016, REGULAR MEETING

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JUNE 28, 2016, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 VARIANCE NO. 3-16-3492, A REQUEST BY MARIBEL BISHOP TO CONSTRUCT STORAGE SHEDS IN THE SIDE YARD OF THE SUBJECT PROPERTY AT 22201 TERNI IN THE LOW DENSITY RESIDENTIAL ZONE

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING VARIANCE (VA) NO. 3-16-3492, A REQUEST BY MARIBEL BISHOP TO CONSTRUCT STORAGE SHEDS IN THE SIDE YARD OF THE SUBJECT PROPERTY AT 22201 TERNI IN THE LOW DENSITY RESIDENTIAL (LDR) ZONE."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Deputy City Manager/Community Services

6.2.1 2016 MEMORIAL DAY RACE POST-EVENT REPORT AND A
RESOLUTION AUTHORIZING COMMUNITY ASSISTANCE
FUNDING FOR THE 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE AND FILE THE REPORT; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3RD BATTALION, 5TH MARINES, 1ST DIVISION SUPPORT COMMITTEE, A CALIFORNIA NONPROFIT CORPORATION."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The July 26, 2016, and August 9, 2016, Regular City Council meetings will not be held. The next Regular Meeting of the City Council will be August 23, 2016, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by July 8, 2016, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

July 8, 2016

DATE

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JUNE 28, 2016**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Kogerman, Mayor Pro Tempore Sedgwick, Council Member Carruth, Council Member Gilbert

Absent: Council Member Blount

CLOSED SESSION REPORT

There was no Closed Session report.

1. PRESENTATIONS AND PROCLAMATIONS

**1.1 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422
2015 BOYS U12 BARRACUDAS**

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO EACH MEMBER OF THE LAGUNA HILLS AYSO REGION 1422 2015 BOYS U12 BARRACUDAS.

**1.2 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422
2016 BOYS U12 ALL-STAR TEAM**

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO EACH MEMBER OF THE LAGUNA HILLS AYSO REGION 1422 2016 BOYS U12 ALL-STAR TEAM.

1.3 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED A BRIEF ORAL PRESENTATION FROM CLEMENT PEPE, FOUNDER & PRESIDENT, LAGUNA HILLS CHAMBER OF COMMERCE.

1.4 CERTIFICATE OF RECOGNITION, LAGUNA HILLS CHAMBER OF COMMERCE

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO THE LAGUNA HILLS CHAMBER OF COMMERCE.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH CITY MANAGER CHANNING REMOVING ITEM NO. 3.9, AND COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 3.8, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT.

APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR JUNE 14, 2016, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE JUNE 14, 2016, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JUNE 28, 2016

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$397,715.76.

3.4 RENEWED MEASURE M (M2) COMPLIANCE REPORTING TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)

THE CITY COUNCIL APPROVED THE M2 COMPLIANCE SUBMITTAL TO OCTA INCLUDING THE SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM.

3.5 ADOPTION OF THE 2016/2017 CIVIC CENTER BUDGET

THE CITY COUNCIL APPROVED AND ADOPTED THE 2016/2017 CIVIC CENTER BUDGET.

3.6 AWARD OF CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, AND LICENSE AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR USE OF RAIL RIGHT-OF-WAY.

THE CITY COUNCIL: (1) REJECTED THE APPARENT LOW BID OF STL LANDSCAPE, INC., FOR A MATERIAL ERROR; (2) AWARDED THE CONTRACT FOR THE CABOT ROAD BIOSWALE PROJECT, CIP NO. 410-A, TO THE SECOND APPARENT LOW BIDDER, WRIGHT CONSTRUCTION ENGINEERING CORPORATION, IN THE BID AMOUNT OF \$248,477, AND AUTHORIZED THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT; AND (3) APPROVED THE OCTA LICENSE AGREEMENT NO. OC-258 AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT.

3.7 PROGRESS PAYMENT NO. 4, FINAL, FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, FINAL, IN THE NET AMOUNT OF \$123,989.47, AND CONTRACT CHANGE ORDER NO. 1, TO HORIZONS CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

3.10 CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA COMMUNICATIONS, INC. AND EMC DESIGN, INC. FOR THE DEVELOPMENT OF CITY VIEWS

THE CITY COUNCIL APPROVED INDIVIDUAL CONSULTING SERVICES AGREEMENTS WITH WESTAMERICA, INC., AND EMC DESIGN, INC., AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

ITEMS REMOVED FROM THE CONSENT CALENDAR

- 3.8 AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM FOR FUNDING FOR THE CITY OF LAGUNA HILLS SENIOR DIAL-A-TAXI PROGRAM

Council Member Carruth removed Item No. 3.8 from the Consent Calendar for additional information. Deputy City Manager Reynolds responded.

THE CITY COUNCIL AUTHORIZED THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

- 3.9 AUTHORIZATION TO PURCHASE PORTABLE 800 MEGAHERTZ RADIOS AS THE SECOND PHASE UPGRADE TO THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

City Manager Channing removed Item No. 3.9 from the Agenda. This item will be brought back to City Council for their review and authorization at the next City Council meeting.

THE CITY COUNCIL DID NOT TAKE ANY ACTION ON THIS ITEM AS IT WAS PULLED FROM THE AGENDA IN ITS ENTIRETY.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:26 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Carruth, Agency Member Gilbert

Absent: Agency Member Blount

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 14, 2016

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 14, 2016, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:27 p.m. All Council Member were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES AND UPDATES TO CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313

Deputy City Manager Reynolds reviewed the information provided in the Staff Report, provided a brief PowerPoint presentation, and responded to City Council requests for additional information.

Mayor Kogerman opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

THE CITY COUNCIL: (1) CONDUCTED A PUBLIC HEARING; (2) ADOPTED RESOLUTION NO. 2016-06-28-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADJUSTING THE COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES; AND (3) APPROVED STAFF'S PROPOSED AMENDMENTS TO THE CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313 AS REFLECTED IN THE ATTACHMENTS TO THE STAFF REPORT BY M/COUNCIL MEMBER GILBERT, S/MAYOR PRO TEMPORE SEDGWICK. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

City Manager Channing requested an update from Community Services Superintendent Meehan regarding the upcoming Fourth of July celebration.

Community Services Superintendent Meehan provided a brief review of the planned activities and schedule of events.

6.2 Assistant City Manager

6.2.1 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

Assistant City Manager White briefly reviewed the information provided in the Staff Report.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-06-28-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2016; AND (2) AUTHORIZED THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE SEDGWICK. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

6.3 Public Services Director/City Engineer

6.3.1 MODIFICATION OF THE SCOPE OF THE LA PAZ ROAD SIDEWALK WIDENING PROJECT AND AUTHORIZATION TO PROCEED WITH RIGHT-OF-WAY ACQUISITION, CIP NO. 171

Public Services Director Rosenfield reviewed the information provided in the Staff Report and responded to City Council questions.

THE CITY COUNCIL APPROVED THE MODIFICATION OF THE SCOPE FOR THE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171, TO CONSTRUCT ONLY THE NORTHERLY SIDEWALK WIDENING, AND AUTHORIZED STAFF TO PROCEED WITH THE OFFER TO PURCHASE AND ACQUIRE RIGHT-OF-WAY AS NEEDED FOR THE MODIFIED PROJECT SCOPE, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE SEDGWICK. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

There were no matters agendized and presented by City Council Members and Mayor.

8. CITY COUNCIL MEMBER COMMENTS**COUNCIL MEMBER CARRUTH**

Council Member Carruth reported that she has received phone calls from residents in the vicinity of Cabot Park with concerns regarding nighttime parking and late-night recreational activities in the area. Chief of Police Services Chacon stated that residents should call dispatch to report these incidents.

MAYOR KOGERMAN

Mayor Kogerman reported that the Orange County Mosquito and Vector Control District issued a press release regarding the increase in mosquitoes testing positive for the West Nile Virus and encouraged residents to follow their recommendations to avoid being bitten by mosquitoes.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Kogerman adjourned the City Council meeting in recognition of the tragedy in Istanbul, Turkey, and requested a moment of silence at 8:16 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF JULY 12, 2016.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 12, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JULY 12, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$207,809.93.

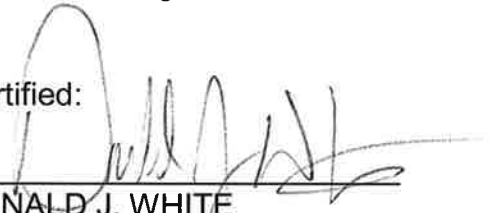
SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

7-6-16

DATE

FISCAL IMPACT:

The warrant register total is \$207,809.93.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 07/12/16

Date: 07/05/2016

Time: 9:07 am

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8811155	06/23/2016	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Jun	221.40
8811156	06/23/2016	Printed		C-0023	COX COMMUNICATION	T-1 Line, City Hall, Jun '16	772.57
8811157	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Sunrun, Solar Permit	110.55
8811158	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	A. Phu, C & D Deposit	1,351.60
8811159	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	B. Behravan, Permit Fees	1,247.00
8811160	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	R. Dourado, Cond. Use Permit	1,975.00
8811161	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Elite Env., Pool Bond	500.00
8811162	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	OC Pools, Pool Bond	500.00
8811163	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Apex Fire, Fire Fees	14.30
8811164	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Guardian Fire, Fire Fees	14.30
8811165	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Guardian Fire, Fire Fees	14.30
8811166	06/23/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Elite Hospitality, Fire Fees	458.70
8811167	06/23/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	E. Amipas, V#2003800.002	500.00
8811168	06/23/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	A. McClellan, V# 2003801.002	500.00
8811169	06/23/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	K. Moore, V# 2003803.002	500.00
8811170	06/23/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	Aliso Meadows, V# 2003419.002	250.00
8811171	06/23/2016	Printed		R-1889	REFUND,FACILITY RENTAL DEPOSIT	SVUSD Alt Ed, V# 2003812.002	500.00
8811172	06/23/2016	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	1,686.00
8811173	06/23/2016	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '16	306.09
8811174	06/28/2016	Printed		B-0423	BLOUNT, ANDREW	Travel Reimb., LOCC, Sep '15	493.48
8811175	06/28/2016	Printed		S-2276	SEDGWICK, DON	Travel Reimb., ICSC, May '15	3.85
8811176	06/30/2016	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 6/05-6/18	3,626.64
8811177	06/30/2016	Printed		A-0360	ARC DOCUMENT SOLUTIONS, LLC	Printing Services, CIP # 410	260.59
8811178	06/30/2016	Printed		A-0358	ARDO, KARL	Contract Inst Svcs, Fitness Cl	210.00
8811179	06/30/2016	Printed		A-0309	AT&T- CALNET 2	Traffic Signal, PS, Jun '16	18.05
8811180	06/30/2016	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Jun	195.00
8811181	06/30/2016	Printed		C-1184	CEP AMERICA AUC PC	Pre-employ Physical, Jun	20.00
8811182	06/30/2016	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, May '16	44,585.35
8811183	06/30/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	457.88
8811184	06/30/2016	Printed		C-0023	COX COMMUNICATION	T-1 Line CC, Jun '16	323.57
8811185	06/30/2016	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, May	493.00
8811186	06/30/2016	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Jun '16	25.72
8811187	06/30/2016	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	1,085.00
8811188	06/30/2016	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, May	14,027.41
8811189	06/30/2016	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance436.	436.80
8811190	06/30/2016	Printed		F-0714	FIREWORKS & STAGE FX AMERICA,	Final Pmt, 4th of July Display	13,250.00
8811191	06/30/2016	Printed		F-0623	FUN SERVICES	Program Expense, 4th of July	805.00
8811192	06/30/2016	Printed		H-0805	HARRINGTON GEOTECH ENGINEERING	Professional Svcs, CIP # 171	214.50
8811193	06/30/2016	Printed		H-0829	HARTZOG & CRABILL, INC.	Traf Signal Mgmt Svs, May '16	4,598.18
8811194	06/30/2016	Printed		I-0963	ICC ORANGE EMPIRE CHAPTER	Employee Training, Building	50.00
8811195	06/30/2016	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal, Pub Svcs	130.00
8811196	06/30/2016	Printed		J-1071	JCTEES.COM CORPORATION	Program Supplies, CS, Jun-Jul	1,609.09
8811197	06/30/2016	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	1,190.70

Check Register Report

Warrant Register 07/12/16

Date: 07/05/2016

Time: 9:07 am

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8811198	06/30/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Pub Svcs	23,480.95
8811199	06/30/2016	Printed		O-1528	OCTA	License Agree., CIP # 410	3,000.00
8811200	06/30/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	1,461.81
8811201	06/30/2016	Printed		O-1590	ON TARGET VOICE AND DATA, INC.	Professional Svcs, May '16	120.00
8811202	06/30/2016	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, May	2,103.50
8811203	06/30/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	N. Petropoulos, Fire Fees	478.50
8811204	06/30/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	L. Jaquin, C&D Deposit	3,962.70
8811205	06/30/2016	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, Jun	1,049.40
8811206	06/30/2016	Printed		R-1855	RICHARD FISHER ASSOCIATES	Prof. Svcs, CIP# 171, 410, 214	1,498.25
8811207	06/30/2016	Printed		R-1813	RPW SERVICES, INC.	Rodent Control, Pub Svcs, Jun	1,560.00
8811208	06/30/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC & Comm Ctr, May	27,587.78
8811209	06/30/2016	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, May '16	2,080.58
8811210	06/30/2016	Printed		S-2259	STRAIGHT 78	Program Final Pmt, 4th of July	1,875.00
8811211	06/30/2016	Printed		S-2209	STUDIO TWO BLACK DIAMOND	Printing Services, Jun '16	501.09
8811212	06/30/2016	Printed		T-2002	TAB PRODUCTS COMPANY	Office Supplies, Gen Gov	59.01
8811213	06/30/2016	Printed		T-2663	THE ACTIVE NETWORK	Employee Training, Com Svcs	850.00
8811214	06/30/2016	Printed		T-2681	TOTALFUNDS BY HASLER	Postage Replenishment, May '16	999.94
8811215	06/30/2016	Printed		T-2677	TRUELINE CONSTRUCTION & SURFAC	Program Expense, Com Svcs, Jun	1,200.00
8811216	06/30/2016	Printed		U-2121	U.S. POSTAL SERVICE	Bulk Mail Permit	215.00
8811217	06/30/2016	Printed		U-2163	USA DANCE, INC.	Contract Inst Svcs, Dancing	140.00
8811218	06/30/2016	Printed		W-2300	WHITE, DONALD	Travel Reimb, ERMAC, Jun	20.00
8811219	06/30/2016	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, May	34,034.80
Total Checks: 65					Checks Total (excluding void checks):		207,809.93
Total Payments: 65					Bank Total (excluding void checks):		207,809.93
Total Payments: 65					Grand Total (excluding void checks):		207,809.93



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: COMMENCEMENT OF A REVIEW OF THE CITY'S SIGN CODE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

The City's Sign Code establishes standards to identify minimum and maximum requirements for various design elements such as height, size, location, and quality of materials. The standards apply to permanent signs located on private property as well as temporary signs in the public right-of-way where campaign signs, real estate signs, and other types of temporary signs are allowed.

As the Council is aware, in June 2015 the United States Supreme Court ruled in *Reed vs. Town of Gilbert* that the town's sign code was unconstitutional since it contained certain impermissible content-based regulations. Although not the same as Gilbert, Arizona's, regulations, the Laguna Hills Sign Code, like many other cities, may contain some provisions that could be interpreted as content-based restrictions. Therefore, it is recommended that the City Council direct City staff and the City Attorney's office to conduct an internal review of the City's Sign Code to identify provisions that may be inconsistent with the Supreme Court's recent decision.

BACKGROUND:

The City's Sign Code is contained in Chapter 9-42 of the Laguna Hills Municipal Code. The Sign Code regulates permanent signs on all private property and there are also provisions for temporary signs on private property and the public right-of-way such as for real estate signs, political signs, and temporary event signs. Development standards typically contained in every sign ordinance include provisions for maximum sign area, height, allowable locations, number of signs allowed, and other desirable aesthetic

qualities. These are criteria common for permanent signs. For temporary signs similar standards apply; however, temporary signs are further regulated by the length of time they may be displayed.

Last year the U.S. Supreme Court issued a decision in *Reed vs. Town of Gilbert* finding that the Town of Gilbert, Arizona's, sign regulations violated the First Amendment because they were not "content-neutral".

The Town's code regulated three categories of non-commercial signs including: "Political Signs," "Ideological Signs," and "Temporary Signs" with differing rules about size, display time, and permitted locations. The Town of Gilbert's sign code was challenged by a small religious congregation that did not have a permanent location for church services. The congregation wanted to display temporary directional signs to their services at locations which varied from week to week. The Court unanimously found that the Town of Gilbert's sign code violated the First Amendment because it made unconstitutional content-based distinctions between sign types.

The Supreme Court majority opinion found the distinctions between types of signs in the Town of Gilbert's sign code to be content-based on their face and thus subject to strict scrutiny regardless of the Town's benign or reasonable intent for enactment. Under the "strict scrutiny" test, the government must prove that a restriction on speech furthers a compelling interest and is narrowly tailored to achieve that interest. The Court majority's analysis is summarized as follows in the decision:

"Because content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. And courts are required to consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. Whether laws define regulated speech by particular subject matter or by its function or purpose, they are subject to strict scrutiny. The same is true for laws that, though facially content neutral, cannot be "justified without reference to the content of the regulated speech" or were adopted by the government "because of disagreement with the message" conveyed.

The Sign Code is content based on its face. It defines the categories of temporary, political, and ideological signs on the basis of their messages and then subjects each category to different restrictions. The restrictions applied thus depend entirely on the sign's communicative content.

Because the Code, on its face, is a content-based regulation of speech, there is no need to consider the government's justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny."

The majority opinion directed the Town of Gilbert to consider sign regulations that have nothing to do with a sign's message such as regulating size, materials, sign type, lighting, moving parts, and portability. Further, the majority opinion noted that a limited subset of content-based signs which are supported by a compelling interest in vehicle and pedestrian safety, such as warning signs, signs directing traffic, or street numbers, may survive strict scrutiny.

By holding that such content-based restrictions are unconstitutional, the Court established a rigid test for assessing the content neutrality of any restrictions under a city's sign code. Accordingly, the Supreme Court decision in *Reed vs. Town of Gilbert* will have impacts on cities nationwide. It is very common for sign regulations to categorize signs according to the type of message the sign conveys (e.g., "campaign signs," "real estate signs," "garage/yard sale signs," "directional signs," etc.) and to impose differing rules for each category.

In light of the Supreme Court's decision, staff has performed a cursory review of the City's Sign Code and has found that there are some instances where the provisions could be interpreted as "content based restrictions." One example is the regulation of signs allowed in the public right-of-way. The Sign Code expressly prohibits all signs in public rights-of-way (except those required by law for traffic control, information, and hazard identification), but then makes exceptions to the restriction - such as for real estate signs. Accordingly, staff expects that updates to the City's Sign Code are necessary to achieve content-neutrality as required under *Reed vs. Town of Gilbert*.

FISCAL IMPACT

There is no fiscal impact related to this recommended action. If the City Council authorizes staff to commence its review, staff will evaluate potential costs for the upcoming budget cycle.

CEQA FINDINGS:

Not Applicable



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CABOT PARK
RENOVATION PROJECT, CIP NO. 241-A**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND
SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE
CABOT PARK RENOVATION PROJECT, CIP NO. 241-A.**

SUMMARY:

The plans and specifications for the Cabot Park Renovation Project, CIP No. 241-A, have been completed by the Landscape Architect, the documents are on file in the office of the City Clerk and are available at this meeting, and approval of the plans and specifications is recommended in order to advertise the project for bids. The Cabot Park Renovation Project, CIP No. 241-A, includes repairs and painting of the restroom building, concrete repairs, accessibility improvements, playground surfacing replacement, equestrian trail fencing replacement, the addition of shade structures, and miscellaneous repairs throughout the site. The Landscape Architect's construction cost estimate for the project is within the funds available in the Capital Improvement Program Budget.

BACKGROUND:

Cabot Park, formerly Rapid Falls Park, was developed in 1994 as the City's first sports park with formal field space being allocated for two baseball fields and two overlay soccer fields and includes a 90-space parking lot, restroom facilities, and playground. The Cabot Park playground equipment features were updated in a past project. The current Capital Improvement Program Budget includes a project to generally renovate Cabot Park and the plans and specifications for this project have been completed by the Landscape Architect, Richard Fisher Associates.

The Cabot Park Renovation Project, CIP No. 241-A, includes repairs and painting of the restroom building; concrete repairs; accessibility improvements; playground surfacing

replacement; equestrian trail fencing replacement; the addition of shade structures; repainting of handrails, the clock tower, and bike rack; replacement of the wood base and pads at each of the baseball field backstops; and miscellaneous repairs throughout the site. The Landscape Architect's construction cost estimate for this project is \$301,000.

The plans and specifications for the Cabot Park Renovation Project, CIP No. 241-A, have been completed, the documents are on file in the office of the City Clerk and are available at this meeting, and approval of the plans and specifications is recommended in order to advertise the project for bids.

FISCAL IMPACT:

The Cabot Park Renovation Project, CIP No. 241-A, is included in the Fiscal Year 2015/2016 Capital Improvement Program Budget in the amount of \$312,000. The construction cost estimate is within the funds available.

CEQA FINDINGS:

This project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14, Chapter 3, Section 15304 of the California Code of Regulations (Class 4 - Minor Alterations to Land) since the project will result in minor alterations to existing conditions for the Cabot Park Renovation Project, CIP No. 241-A.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

ISSUE: COMPLETION OF THE ANNUAL WEED ABATEMENT PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

Annually, the City implements a Weed Abatement Program to reduce potential hazards from fire due to overgrown weeds on City owned parcels of land and on privately owned parcels of land. This year the City notified 509 private property owners of the need to abate weeds, rubbish, and debris from their properties. Following extensive public outreach by staff, all property owners complied with the requirement to clear their properties and reduce the fire hazard. The City also completed weed abatement on its own properties. Therefore, the Weed Abatement Program has been successfully completed and there is no need to hold a public hearing to consider the establishment of assessments on private properties, as originally scheduled for this date by Resolution No. 2016-04-12-1, because no City abatement had to be implemented on private properties.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: LIEUTENANT ROLAND CHACON
CHIEF OF POLICE SERVICES**

**ISSUE: AUTHORIZATION TO PURCHASE PORTABLE (HANDHELD) 800
MEGAHERTZ RADIOS AND ACCESSORIES AS PART OF THE SECOND
PHASE UPGRADE TO THE ORANGE COUNTY 800 MEGAHERTZ
COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

**RECOMMENDATION: THAT THE CITY COUNCIL: (1) WAIVE COMPETITIVE
FORMAL BIDDING REQUIREMENTS AND PROCEDURES SET FORTH IN THE
LAGUNA HILLS MUNICIPAL CODE (LHMC) SECTION 3-08.080 AND AUTHORIZE THE
SOLE SOURCE PROCUREMENT WITH REGARD TO APPROVAL OF A PURCHASE
WITH MOTOROLA SOLUTIONS, AS IT IS HEREBY FOUND AND DETERMINED,
PURSUANT TO LHMC 3-08.110, THAT THERE IS ONLY ONE VENDOR THAT CAN
PROVIDE THE NECESSARY EQUIPMENT FOR USE IN THE COUNTYWIDE 800
MEGAHERTZ COMMUNICATIONS SYTEM BASED ON THE INFORMATION
PRESENTED HEREIN BY CITY STAFF; AND (2) AUTHORIZE THE PURCHASE OF
PORTABLE (HANDHELD) 800 MEGAHERTZ RADIOS AND ASSOCIATED
ACCESSORIES IN ACCORDANCE WITH THE JOINT AGREEMENT FOR THE
OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE
COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS
SYSTEM.**

SUMMARY:

In accordance with the Joint Agreement (Agreement) for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System (800 MHz CCCS), this is "phase two" of the implementation of the previously approved 800 MHz CCCS. This Agreement was amended by the Board of Supervisors on June 24, 2004, to include the backbone Cost-Sharing Agreement negotiated by the County, 34 cities, and the Orange County Fire Authority (OCFA). Each of the 34 cities and the OCFA executed the 2004 Amendment. The purpose of the 800 MHz CCCS is to provide for an integrated and seamless communications system for law enforcement, emergency services, and public works agencies throughout the County. In

this phase, Portable (Handheld) 800 MHz Radios (Portable 800 MHz Radios) will be purchased through a contract with Motorola Solutions. The Portable 800 MHz Radios will be utilized to equip Laguna Hills Police Services Deputy Sheriffs and designated Public Works staff. Since this is a proprietary procurement of the Portable 800 MHz Radios utilized in the 800 MHz CCCS, the City is not required to follow formal bidding procedures as set forth in the LHMC.

BACKGROUND:

The City has been a part of the 800 MHz CCCS since 2004. The purpose of the 800 MHz CCCS was to provide for an integrated and seamless communications system for law enforcement, emergency services, and public works agencies throughout the County. On February 22, 2015, the City Council approved an amendment to the Joint Agreement for the Operation, Maintenance and Financial Management of the 800 MHz CCCS. The Amendment addressed the estimated cost of the system extension and the commitment on the part of each agency regarding implementation and funding obligations.

The individual obligations for the ongoing maintenance cost of the System Backbone (consoles and equipment), as approved by the Governance Committee, for each of the cities and OCFA are determined by the number of radios that each partnering agency operates on the 800 MHz CCCS. Costs for the radios that operate under contract with the Orange County Sheriff's Department are allocated to the city for which services are contracted. Attached to this report is the quote from Motorola Solutions for the required Portable 800 MHz Radio equipment. Motorola Solutions is offering a one-time promotion of 40% off the list price for all participating agencies that purchase these radios ordered by the end of this promotion (November 25, 2016). If the City does not purchase and receive delivery of the radios designated for the Portable 800 MHz promotion by December 30, 2016, the City will not receive the discount.

The City's Purchasing Ordinance generally requires competitive formal bidding for purchases greater than \$50,000. However, these bidding requirements and procedures set forth in LHMC 3-08.080 and 3-08.090 may be waived at the discretion of the Purchasing Officer or by City Council when any of the exemptions listed in Section 3-08.110 apply. In this case, Motorola Solutions is considered a sole source vendor, offering a singular-type product necessary to match existing equipment, and exemptions A, B, F, and I of Section 3-08.110 apply.

Section 3-08.110 (A) provides for an exemption "when goods and supplies, equipment, or nonprofessional services are of a unique, sole source nature because of their quality, durability, availability, or fitness for a particular use and are available only from one

source.” Only Motorola Solutions manufactures the radio specified by the County of Orange for use with the existing and future upgraded 800 MHz CCCS.

Section 3-08.110 (B) provides for an exemption “when goods and supplies, equipment or nonprofessional service are proprietary.” The particular technology for the 800 MHz CCCS is proprietary and only specific radios are compatible with the system.

Section 3-08.110 (F) provides for an exemption “when in the opinion of the Purchasing Officer a specific make, model, or brand is necessary to match existing city goods and supplies or equipment or to facilitate the continuity of effective maintenance and support.” As indicated, the proposed purchase is for radios that have been pre-selected by the County of Orange for use with the existing/future 800 MHz CCCS.

Section 3-08.110 (I) provides for an exemption “when in the opinion of the Purchasing Officer it is determined that an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular vendor consultant, or contractor is uniquely qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest.” As indicated, the proposed purchase is for Portable 800 MHz Radios that have been pre-selected by the County of Orange for use with the existing/future 800 MHz CCCS.

FISCAL IMPACT:

The estimated cost to replace our outdated radios with the Portable 800 MHz Radios with accessories in this phase is \$116,270.46, including tax and shipping charges. The purchase of the Motorola Solutions Portable 800 MHz Radios was included in the current Operating Budget. The estimated cost is within budget and by acting now comes with a 40% one-time reduction in price that is time sensitive.

ATTACHMENTS:

- Motorola Solutions Quote
- 2015 Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System



**SHERIFF-CORONER DEPARTMENT
COUNTY OF ORANGE
CALIFORNIA**



**800 MHz Countywide Coordinated Communications System (CCCS)
Governance Committee**

CHAIR, Matt Fertal, City Manager, City of Garden Grove
Paul Emery, Interim City Manager, City of Anaheim
Irma Hernandez, Deputy City Manager, City of Orange
Christina Koslosky, Assistant CIO, County Executive Office

VICE CHAIR, Brian Wayt, Senior Director, Sheriff-Coroner Department
John Pietig, City Manager, City of Laguna Beach
Khalid Bazmi, Deputy Director, OC Public Works

October 9, 2014

Bruce Channing, City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Confirmation of Radio Counts for 800 MHz CCCS Backbone Cost-Sharing Allocations

Dear Mr. Channing,

The County is currently in the process of establishing the 800 MHz Countywide Coordinated Communications System (CCCS) backbone cost-sharing allocations for FY 2015/16 for approval by the Governance Committee. These numbers will also be used to provide updated 800 MHz CCCS Next Generation cost allocations that will be shared at the January 2015 City Manager Association meeting. As the cost allocation for each city, the Orange County Fire Authority and Participating Agencies (Irvine Valley College, Orange County Transportation Authority, Saddleback College, and Santa Ana Unified School District) is contingent on the number of radios each entity has operating on the system, we are providing current radio inventories for review and approval. Via this letter, the pertinent inventories are being forwarded to your Police Chief, Fire Chief, Public Works Director, and Lifeguard Chief, as applicable.

The process by which OCSD Communications & Technology will accept changes is as follows:

Using the attached inventory sheets,

- 1. Indicate all desired changes in RED ink.*
- 2. Scan inventory sheet in color with all desired changes.*
- 3. Email scanned inventory sheets with all desired changes to Fleet.map@comm.ocgov.com.*

Each department should advise OCSD Communications & Technology via e-mail of any changes by **Friday, November 14, 2014**. We will assume that if your departments do not contact OCSD Communications & Technology by November 14, the inventory is acceptable and the radio counts accurate.

INDIVIDUAL UNIT ID ASSIGNMENTS

Laguna Hills Law Enforcement - Individual Unit ID (UID) Assignment											
Count	Equipment Serial Number	Barcode Number	Equipment Model Number	Model Description	Category	Device	Unit Number	Location	Agency/Key	Emerg. Use Only	Changes
1	326AVY9256	408-000086	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
2	326AVY9257	408-000089	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
3	326AVY9258	408-000088	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
4	326AVY9259	408-000097	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
5	326AVY9260	408-000096	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
6	326AVY9261	408-000091	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
7	326AVY9262	408-000087	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
8	326AVY9263	408-000095	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
9	326AVY9264	408-000088	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
10	326AVY9265	408-000089	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
11	326AVY9266	408-000090	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
12	326AVY9267	408-000100	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
13	326AVY9268	408-000093	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
14	326AVY9269	408-000094	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
15	326AVY9270	408-000092	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
16	326ABA1266	408-000062	H09UCH9PW78N-E	ASTRO DIG XTS 3000 FULL FEATURE	Portable, Encrypted	Portable, Non P25			.LH1,		
17	721CKZ4847	LH1-000043	H18UCH9PW77AN-E	XTS 5000 MODEL III	Portable, Encrypted	Portable			.LH1,		
18	721CKZ4848	LH1-000044	H18UCH9PW77AN-E	XTS 5000 MODEL III	Portable, Encrypted	Portable			.LH1,		
19	721CKZ4849	LH1-000045	H18UCH9PW77AN-E	XTS 5000 MODEL III	Portable, Encrypted	Portable			.LH1,		
20	721CKZ4850	LH1-000046	H18UCH9PW77AN-E	XTS 5000 MODEL III	Portable, Encrypted	Portable			.LH1,		
21	494AZA2153	408-000071	T04UJH9PW9AN-S	ASTRO SPECTRA 800MHz MOBILE	LAW Service	Mobile, Non P25	1811	Laguna Hills	.LH1,		
22	494AZA2154		T04UJH9PW9AN-S	ASTRO SPECTRA 800MHz MOBILE	LAW Service	Mobile, Non P25	1701		.LH1,		
23	494AZA2155	408-000069	T04UJH9PW9AN-S	ASTRO SPECTRA 800MHz MOBILE	LAW Service	Mobile, Non P25			.LH1,		
24	494AZN1935	408-000085	M04UGH9PW77AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Motorcycle	Mobile, Non P25	M46	Laguna Hills	.LH1,		
25	494ABA0953		M04UGH9PW77AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Motorcycle	Mobile, Non P25			.LH1,		
26	494CFG0151		M04UGH9PW77AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Motorcycle	Mobile, Non P25			.LH1,		
27	494AZA2087	408-000056	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	1728	Laguna Hills	.LH1,		
28	494AZA2088	408-000083	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	1816	Laguna Hills	.LH1,		
29	494AZA2089	408-000082	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	2447	Laguna Hills	.LH1,		
30	494AZA2090	408-000085	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	1725	Laguna Hills	.LH1,		
31	494AZA2092	408-000079	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	2049	Laguna Hills	.LH1,		
32	494AZA2093		T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	2668	Laguna Hills	.LH1,		
33	494AZA2094	408-000053	T04UJH9PW9AN-P	ASTRO SPECTRA 800MHz MOBILE	LAW Primary Front-line Mobile	Mobile, Non P25	2032	Laguna Hills	.LH1,		

INDIVIDUAL UNIT ID ASSIGNMENTS

Laguna Hills Law Enforcement - Individual Unit ID (UID) Assignment

Count	Equipment Serial Number	Barcode Number	Equipment Model Number	Model Description	Category	Device	Unit Number	Location	Agency Key	Emerg. Use Only	Changes
RED RECEIVERS (NOT INCLUDED IN ANNUAL INVENTORY)											
1	494AZA1966	408-000068	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2002	Laguna Hills	.LH1,		
2	494AZA1967	408-000067	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2011	Laguna Hills	.LH1,		
3	494AZA1968	408-000064	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2032	Laguna Hills	.LH1,		
4	494AZA1969	408-000066	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2049	Laguna Hills	.LH1,		
5	494AZA1960	408-000081	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	1725	Laguna Hills	.LH1,		
6	494AZA1961	408-000084	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2029	Laguna Hills	.LH1,		
7	494AZA1962	408-000063	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2186	Laguna Hills	.LH1,		
8	494AZA1964	408-000061	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2019	Laguna Hills	.LH1,		
9	494AZA1965	408-000060	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	1915	Laguna Hills	.LH1,		
10	494AZA1966	408-000059	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	1816	Laguna Hills	.LH1,		
11	494AZA1967	408-000058	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2447	Laguna Hills	.LH1,		
12	494AZA1968	408-000055	T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	1728	Laguna Hills	.LH1,		
13	494ABA0954		M04UGH9PW7AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver, Motorcycle	Mobile, RED			.LH1,		
14	494CFG0057		M04UGH9PW7AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver, Motorcycle	Mobile, RED			.LH1,		
15	494CFV0133		M04UGH9PW7AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver, Motorcycle	Mobile, RED			.LH1,		
16	494CJR0001		T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED			.LH1,		
17	494AZA0973		T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED			.LH1,		
18	494CJT0006		T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED			.LH1,		
19	494AZA1969		T04UJH9PW9AN-R	ASTRO SPECTRA 800MHz MOBILE	RED Receiver	Mobile, RED	2668		.LH1,		

7/12/2016 ITEM NO. 3.7



Motorola Solutions
6450 Sequence Drive
San Diego, Ca 92121

Attention: Kim Caplan
Phone: 858-442-3979
Kim.Caplan@Motorolasolutions.com

QUOTE: 070616PXLH3

PREPARED FOR: Matthew Prince
COMPANY : Laguna Hills Police Services

Equipment Details and Pricing

<u>Qty.</u>	<u>Model</u>	<u>Description</u>	<u>List</u>	<u>Price Book</u>	<u>2016 Promo</u>	<u>Extended</u>
<u>LAW RADIOS</u>						
20	H98UCH9PW7 N	APX6000 700/800 MODEL III PORTABLE	\$6,848.00	\$4,588.00	\$4,109.00	\$82,180.00
20	Q806	ADD: ASTRO DIGITAL CAI OPERATION				
20	H38	ADD: SMARTZONE OPERATION				
20	Q361	ADD: P25 9600 BAUD TRUNKING				
20	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION				
20	G996	ADD: PROGRAMMING OVER P25 (OTAP)				
20	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY				
20	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION				
20	QA05575AA	ALT: LI-ION 4500 MAH UL BATT (NNTN8921)				
20	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE				
20	PMMN4062A	SPEAKER MIC	\$118.00	\$94.00		\$1,880.00
40	NNTN8921	BATT IMPRES 4500 MAH	\$177.00	\$142.00		\$5,680.00
13	WPLN7080	SINGLE UNIT CHARGER	\$125.00	\$100.00		\$1,300.00
4	NNTN7073	MULTI-UNIT CHARGER WITH DISPLAY	\$1,485.00	\$1,080.00		\$4,320.00
5	RLN6434	TRAVEL CHARGER	\$111.00	\$80.80		\$404.00
<u>PUBLIC WORKS</u>						
4	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$4,036.00	\$2,704.00	\$2,704.00	\$10,816.00
4	QA02812	APX4000 3600 AND 9600 INTEROP				
4	QA04865	ADD:TWO KNOB CONFIGURATION				
4	G996	ADD: PROGRAMMING OVER P25 (OTAP)				
4	QA00582	ALT: IMPRES LI-ION 2300MAH UL				
4	QA05100	ENH:STD WARRANTY APPLIES-NO SFS				
4	WPLN4232	SINGLE UNIT CHARGERS	\$69.25	\$55.40		\$221.60
4	NNTN8560A	APX4000 BATTERY	\$155.00	\$124.00		\$496.00
4	RLN6433	TRAVEL CHARGER	\$111.00	\$80.80		\$323.20

Pricing per Orange County Price Book Agreement # MA-060-15011560
Pricing includes Orange County 2016 trade in promotional price.
Radios must be ordered prior to November 25, 2016 and ship prior to December 30, 2016 to be eligible.

SUBTOTAL \$107,620.80
TAXES \$8,609.66
SHIPPING \$40.00

\$116,270.46

QUOTE TERMS AND CONDITIONS :

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices are valid for thirty(30) days from the date of this quote.

7/12/2016 ITEM NO. 3.7

4) Unless otherwise stated, payment will be due within thirty days after invoice.

5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

**AMENDMENT TO JOINT AGREEMENT
FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT
OF THE ORANGE COUNTY 800 MEGAHERTZ
COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

THIS AMENDMENT ("**Amendment**") is entered into on JUNE 2, 2015 by and between the Parties listed on Exhibit A, attached hereto, which are sometimes individually referred to as "**Party**" or collectively referred to as the "**Parties**."

RECITALS

A. On November 23, 2004, the Parties executed that certain document entitled *Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System* ("**Agreement**"), which provides for the management and governance of the 800 MHz Countywide Coordinated Communications System ("**800 MHz CCCS**").

B. The 800 MHz CCCS requires significant enhancement in order to extend the life of the system.

C. Pursuant to Section 15.10 of the Agreement, the Governance Committee and the County have developed a long-range implementation plan to extend the CCCS, and have developed a scope of work, which includes all the activities, infrastructure and project schedule information for fiscal years 2014-19 described on Exhibit B, attached hereto ("**System Extension**").

D. The Governance Committee and County have also developed the overall estimated cost of the System Extension, including each Party's estimated funding share by fiscal year described on Exhibit C, attached hereto.

E. A Party's funding plan for the System Extension may consist of one or more of the following: 1) a Party's cash contribution, 2) a Party or a group of Parties financing all or a portion of the System Extension through the issuance of tax exempt bonds or other public financing mechanisms, and/or 3) a Party or group of Parties financing all or a portion of the System Extension through the County approved System Extension vendor.

F. The Parties desire to amend the Agreement to provide their commitment to the System Extension and describe their implementation and funding obligations.

G. This Amendment has been approved by the Governance Committee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Implementation Obligations. The Parties hereby commit to fund and implement the System Extension as described on Exhibit B and Exhibit C.

a. California Environmental Quality Act ("CEQA"). The County shall be the lead agency for purposes of CEQA and shall obtain all necessary approvals for the System Extension.

b. Party Cost Share. The Parties intend to implement and fund the System Extension over several years beginning in fiscal year 2014-15 through fiscal year 2018-19. Each Party is responsible for its fair share contribution to the System Extension. The total estimated budget for the System Extension and each Party's fair share contribution is depicted on Exhibit C ("Cost Share"). A Party's Cost Share is determined by the number of subscriber radios used by the Party on the CCCS, as well as the Party's proportionate share of the System Extension dedicated to System Backbone. Each Party shall pay its total Cost Share in five fiscal year payments beginning in fiscal year 2014-15 through fiscal year 2018-19 in accordance with the procedures in Subsection (c) below. Each Party acknowledges that its Cost Share for the System Extension is an estimate and is expressed as a not to exceed amount. Each Party's Cost Share will be based on an actual quote by a third party vendor who will perform the System Extension under a contract or series of contracts approved and managed by the County ("Contractor"). A Party's actual Cost Share amount will be determined prior to the beginning of each fiscal year in which it is due and will be based on the Contractor's scope of work for the respective fiscal year. Therefore, the Cost Share depicted on Exhibit C may change, and may be periodically updated by the Parties to reflect any changed equipment or authorized System Extension modification expenses.

c. Invoicing & Payment. The County will calculate the actual Cost Share amount due the following fiscal year, and will invoice each Party by July 1. Each Party shall pay its respective Cost Share to the County within thirty (30) days of the start of the fiscal year. A Party is exempt from the payment procedures of this Subsection 1.c for the relevant fiscal year if it has:

- i. Executed a binding agreement with the County approved Contractor, agreeing to pay or finance its Cost Share through the Contractor directly, or
- ii. Executed a binding agreement with the County agreeing to jointly finance its Cost Share.

d. Cost Share Responsibility. Upon execution of this Amendment, each Party is responsible for its actual Cost Share regardless of the form and manner of payment described herein, such that the Party cannot terminate its Cost Share obligation for any reason. In the event of a withdrawal from the system in accordance with Section 20 of the Agreement or in the case of a default for failure to pay its Cost Share in accordance with this Amendment, each Party remains obligated to pay to County the Party's outstanding Cost Share as that obligation becomes due. Should any Party fail to pay its respective Cost Share when due, the County shall take action as is appropriate to obtain such payment. Nothing herein shall be construed as the County's exclusive remedy for the remediation of defaults by a Party or Parties,

and the County reserves the right to pursue any and all available rights and remedies at law or in equity.

e. County Trust Account. The County shall deposit all Cost Share contributions into a trust account that is managed solely for the purpose of the System Extension.

2. System Extension Administration. The Orange County Sheriff-Coroner Department/Communications & Technology Division shall administer all agreements for the System Extension, and regularly report such progress to the Governance Committee.

3. Participating Agencies. The Parties hereby update the list of Participating Agencies described on Exhibit D, attached hereto, which shall replace in its entirety Exhibit D of the Agreement. Participating Agencies will continue to contribute to overall backbone costs through the payment of a separate and established entry fee for every radio added to the system.

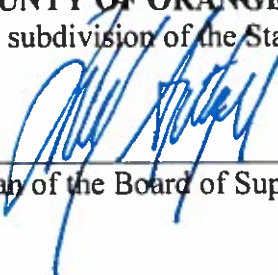
4. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

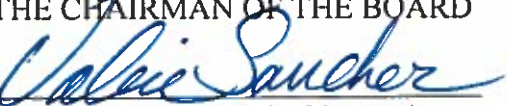
6. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By: 
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

By: 
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 

[CITY SIGNATURE BLOCKS TO BE INSERTED]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Chairman of the Board of Supervisors

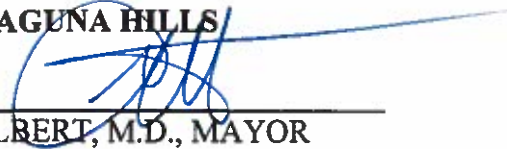
SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

By: _____
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
COUNTY COUNSEL

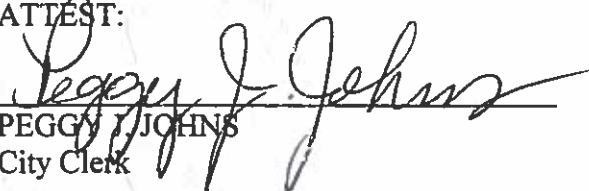
By: _____

CITY OF LAGUNA HILLS



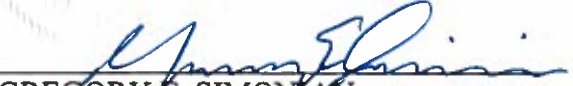
DORE J. GILBERT, M.D., MAYOR

ATTEST:



PEGGY J. JOHNS
City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN
City Attorney

EXHIBIT A

PARTIES TO THE AMENDMENT

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Aliso Viejo	City Manager	12 Journey, Suite 100 Aliso Viejo, CA 92656-5335	949/425-2512
Anaheim	City Manager	200 S. Anaheim Blvd. Anaheim, CA 92805	714/765-5162
Brea	City Manager	1 Civic Center Circle Brea, CA 92821-5732	714/990-7770
Buena Park	City Manager	6650 Beach Blvd. Buena Park, CA 90620	714/562-3550
Costa Mesa	City Manager	77 Fair Drive Costa Mesa, CA 92626	714/754-5328
Cypress	City Manager	5275 Orange Avenue Cypress, CA 90630	714/229-6688
Dana Point	City Manager	33282 Golden Lantern, Suite 203 Dana Point, CA 92629	949/248-3513
Fountain Valley	City Manager	10200 Slater Avenue Fountain Valley, CA 92708	714/593-4410
Fullerton	City Manager	303 W. Commonwealth Ave Fullerton, CA 92832	714/738-6310
Garden Grove	City Manager	11222 Acacia Parkway Garden Grove, CA 92840	714/741-5100
Huntington Beach	City Administrator	2000 Main Street Huntington Beach, CA 92648	714/536-5575
Irvine	City Manager	1 Civic Center Plaza Irvine, CA 92623-9575	949/724-6246
La Habra	City Manager	201 E. La Habra Blvd. La Habra, CA 90633	562/905-9701

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
La Palma	City Manager	7822 Walker Street La Palma, CA 90623	714/690-3333
Laguna Beach	City Manager	505 Forest Avenue Laguna Beach, CA 92651	949/497-0704
Laguna Hills	City Manager	24035 El Toro Road Laguna Hills, CA 92653	949/707-2610
Laguna Niguel	City Manager	27801 La Paz Road Laguna Niguel, CA 92677	949/362-4300
Laguna Woods	City Manager	24264 El Toro Road Laguna Woods, CA 92653	949/639-0525
Lake Forest	City Manager	25550 Commercentre Drive Lake Forest, CA 92630	949/461-3410
Los Alamitos	City Manager	3191 Katella Avenue Los Alamitos, CA 90720	562/431-3538 ext. 201
Metro Cities Fire Authority	Manager	201 S. Anaheim Blvd., Suite 302 Anaheim, CA 92805	714/765-4077
Mission Viejo	City Manager	200 Civic Center Mission Viejo, CA 92691	949/470-3051
Newport Beach	City Manager	3300 Newport Blvd. Newport Beach, CA 92663-3884	949/644-3000
Orange	City Manager	300 East Chapman Ave. Orange, CA 92866	714/744-2222
Orange County Fire Authority	Fire Chief	1 Fire Authority Road Irvine, CA 92602	714/573-6010
Orange, County of	CEO	333 W. Santa Ana Blvd. Santa Ana, CA 92701	714/834-6200

ENTITY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Placentia	City Administrator	401 East Chapman Ave Placentia, CA 92870	714/993-8117
Rancho Santa Margarita	City Manager	22112 El Paseo Rancho Santa Margarita, CA 92688	949/635-1800 ext. 210
San Clemente	City Manager	100 Avenida Presidio San Clemente, CA 92672	949/361-8322
San Juan Capistrano	City Administrator	32400 Paseo Adelanto San Juan Capistrano, CA 92675	949/443-6317
Santa Ana	City Manager	20 Civic Center Plaza Santa Ana, CA 92701	714/647-5200
Seal Beach	City Manager	211 8th Street Seal Beach, CA 90740	562/431-2527 ext. 300
Stanton	City Manager	7800 Katella Avenue Stanton, CA 90680-3162	714/379-9222 ext. 240
Tustin	City Manager	300 Centennial Way Tustin, CA 92780	714/573-3010
Villa Park	City Manager	17855 Santiago Blvd. Villa Park, CA 92861	714/998-1500
West Cities Police Communications	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue Yorba Linda, CA 92886	714/961-7110

EXHIBIT B

GENERAL DESCRIPTION OF SYSTEM EXTENSION AND PROJECT SCHEDULE

1.0 Overview

The System Extension plan will focus on extending the life of the existing CCCS radio system by systematically replacing end-of-life equipment in strategic phases culminating in an upgrade to P25 compliance with the goal of continuing to provide quality radio communications to the law, fire, lifeguard and public works agencies in Orange County.

2.0 Description of System Extension

- 2.1 *System Backbone* – Radio infrastructure equipment that is at or near the end of its expected life will be directly replaced with the current version of the same equipment that will maintain all existing features and functionalities and is able to work with the existing backhaul network. Specifically, this will involve the replacement of 565+ existing Quantar radio base stations and ancillary equipment at 25 radio sites with 800 MHz 3600 baud GTR8000 base stations and ancillary equipment. This will be accomplished in accordance with the following schedule:

System Backbone schedule:

Northwest Cell = 24 Quantars replaced in 2015
Southwest Cell = 40 Quantars replaced in 2015
Laguna Cell = 33 Quantars replaced in 2016
Moorhead IR Site = 8 Quantars replaced in 2016
North Cell = 105 Quantars replaced in 2016
South Cell = 135 Quantars replaced in 2017
Crystal Cove IR Site = 4 Quantars replaced in 2017
Countywide Cell = 210 Quantars replaced in 2017
Carbon Canyon IR Site = 3 Quantars replaced in 2017
Silverado IR Site = 3 Quantars replaced in 2017

- 2.2 *Law Enforcement Dispatch Consoles* – Police Dispatch Gold Elite consoles will be out-of-service by the vendor in 2018 and will need to be replaced prior to 2018 to maintain the existing console priority feature once the system is upgraded to P25. Console priority is a feature unique to law enforcement dispatch and allows dispatch to have the ability to transmit and receive audio simultaneously and is an officer safety necessity. Existing Gold Elite Console equipment will be replaced with its successor console, the MCC7500. Due to the complexity of the replacement at each law dispatch center, only 6 dispatch centers can be upgraded each year. A schedule has been developed to address the 20 law dispatch centers on the system, as shown below.

Console schedule:

FY14/15 - Loma Ridge, Irvine, Laguna Beach, Huntington Beach

FY15/16 - Anaheim, Brea, West Comm, Santa Ana, Tustin

FY16/17 - Orange, Fullerton, Costa Mesa, Garden Grove, Westminster

FY17/18 - Placentia, La Palma, Newport Beach, Fountain Valley,
Buena Park, La Habra

- 2.3 *System Field Equipment* – When the System Backbone is upgraded to the P25 standard in FY 2018/2019, all subscriber radio equipment will also need to be P25 capable. Subscriber radios that are capable of being upgraded will need to receive the software/firmware upgrade prior to the backbone upgrade. Older subscriber radio equipment that is not capable of being upgraded to the P25 standard will need to be replaced prior to the P25 upgrade. Each agency will be responsible for the purchase of either replacement radios, or the necessary subscriber upgrade package for upgradable radios.
- 2.4 *P25 Upgrade* – When all backbone sites and law dispatch consoles have completed their equipment replacement, the vendor will initiate the necessary equipment and software update to bring the system up to the 7.18 software platform for P25 compliance. This final phase of the System Extension plan is scheduled for FY 2018/2019.

EXHIBIT C

TOTAL ESTIMATED SYSTEM EXTENSION COST & ESTIMATED PARTY COST SHARE BY FISCAL YEAR

				ESTIMATED COST					
FY 15-16 Radio Counts				City/Agency Cost		Partnership Cost			
CITY/AGENCY	Upgrade (P25 Capable With Software Upgrade)	Replace (Upgrade To P25 Not Possible)	Total	Console Equipment	Radio Equipment*	FY 15-16 North & Laguna Cells	FY 16-17 South & Countywide Cells	FY 17-18 Remaining Backbone	TOTAL
1. ALISO VIEJO	11	21	32	\$ -	\$ 138,850	\$ 7,028	\$ 18,930	\$ 43,589	\$ 208,208
2. ANAHEIM	432	1,351	1,783	1,928,869	8,602,800	391,545	1,054,758	2,429,268	14,407,241
3. BREA	62	302	364	648,137	1,883,300	79,891	215,329	495,936	3,322,593
4. BUENA PARK	78	258	334	589,804	1,835,400	73,276	197,582	455,062	2,931,124
5. COSTA MESA	105	523	628	680,354	3,258,750	137,966	371,502	856,626	5,304,197
6. CYPRESS	24	170	194	0	1,047,800	42,804	114,783	284,317	1,469,285
7. DANA POINT	15	49	64	0	311,250	14,054	37,880	87,198	450,382
8. FOUNTAIN VALLEY	45	204	249	443,280	1,275,750	54,702	147,299	339,253	2,260,294
9. FULLERTON	125	513	638	501,417	3,221,750	148,141	377,418	889,250	5,109,976
10. GARDEN GROVE	115	475	590	369,240	2,962,250	129,608	349,023	803,852	4,633,972
11. HUNTINGTON BEACH	452	820	1,272	1,097,718	5,439,800	279,398	752,469	1,733,051	9,302,436
12. IRVINE	111	503	614	432,209	3,145,850	134,878	363,220	836,551	4,912,509
13. LA HABRA	73	190	263	573,584	1,223,950	57,809	155,581	358,327	2,369,252
14. LA PALMA	31	51	82	166,901	341,850	18,008	48,508	111,722	686,789
15. LAGUNA BEACH	85	247	332	526,652	1,579,750	72,883	198,399	452,337	2,628,021
16. LAGUNA HILLS	4	41	45	0	250,800	9,875	28,620	61,311	348,407
17. LAGUNA NIGUEL	9	55	64	0	340,350	14,081	37,860	87,198	479,489
18. LAGUNA WOODS	2	4	6	0	28,300	1,330	3,549	8,175	39,354
19. LAKE FOREST	21	67	88	0	426,150	19,325	52,058	119,867	617,429
20. LOS ALAMITOS	15	45	60	0	287,250	13,176	35,494	81,748	417,668
21. METRONET	37	10	47	1,968,250	102,550	10,321	27,803	64,036	2,170,980
22. MISSION VIEJO	30	90	120	0	574,500	26,366	70,988	163,495	835,349
23. NEWPORT BEACH	438	401	839	532,934	2,909,700	184,290	498,322	1,143,105	5,286,351
24. ORANGE	115	514	629	598,012	3,216,250	137,889	372,094	856,988	5,181,233
25. PLACENTIA	30	107	137	413,090	676,500	30,119	81,044	188,857	1,367,410
26. RANCHO SITA, MARG.	7	29	36	0	182,050	7,906	21,296	49,049	280,301
27. SAN CLEMENTE	12	97	109	0	595,800	23,931	64,480	148,506	832,719
28. SAN JUAN CAPISTRANO	6	33	39	0	204,900	8,525	23,071	53,136	289,632
29. SANTA ANA	219	818	1,037	591,620	5,159,850	227,713	613,451	1,412,872	8,005,506
30. SEAL BEACH	25	97	122	0	610,750	28,844	72,171	166,220	875,985
31. STANTON	10	63	73	0	389,500	18,051	43,184	99,480	548,165
32. TUSTIN	81	243	324	483,266	1,551,150	71,126	191,667	441,437	2,736,646
33. VILLA PARK	0	6	6	0	36,000	1,318	3,549	8,175	49,042
34. WEST-COMM	4	13	17	631,052	82,600	3,733	10,057	23,162	750,804
35. WESTMINSTER	73	274	347	549,621	1,727,950	78,137	205,273	472,774	3,031,755
36. YORBA LINDA	35	62	97	0	412,250	21,302	57,382	132,159	623,082
37. OCFA	950	863	1,813	3,217,500	6,270,500	397,622	1,072,505	2,470,142	13,428,269
38. OCTA	70	43	113	0	338,500	24,875	66,847	153,958	584,179
39. OC LIFE GUARD	7	47	54	438,900	290,050	11,865	31,944	73,573	846,333
40. IRVINE VLLY. CLLG. PD	16	0	16	0	18,400	3,527	9,485	21,799	53,182
41. SANTA ANA UNIF. SO. PD	51	2	53	0	70,650	11,639	31,353	72,210	185,652
42. SADDLEBACK CLLG. PD	18	0	18	0	20,700	3,953	10,648	24,524	59,825
43. CBO	1	1	2	0	7,150	439	1,183	2,725	11,487
44. DA	0	225	225	0	1,350,000	49,411	133,102	306,554	1,839,067
45. HCA	184	98	282	0	799,800	61,804	166,821	384,214	1,412,439
46. JWA	39	184	223	536,250	1,208,850	51,175	137,834	317,453	2,251,583
47. OC ANIMAL CONTROL	10	110	120	350,000	671,500	26,386	70,988	163,495	1,282,369
48. OC DANA POINT HARBOR	0	13	13	0	78,000	2,822	7,690	17,712	106,225
49. OC PARKS	131	248	379	0	1,638,650	83,218	224,203	518,373	2,462,443
50. OCPW	10	469	479	0	2,825,500	105,270	283,359	652,619	3,866,748
51. OCWR	59	3	62	0	85,850	13,602	36,677	84,473	220,602
52. PROBATION	177	435	612	0	2,813,550	134,895	362,037	833,626	4,144,106
53. SHERIFF	857	1,922	2,779	4,428,829	12,517,550	610,825	1,643,955	3,786,280	22,987,439
54. SSA	19	0	19	0	21,850	4,173	11,240	25,887	63,149
TOTAL						\$ 4,182,452	\$ 11,211,965	\$ 25,822,727	

The costs stated herein are estimated costs expressed as not to exceed amounts subject to the final system design.

* It is recommended that the Partnership co-ordinate a bulk equipment purchase in FY 16-17.

\$41,197,884

PARTNERSHIP TOTAL

January 2015

EXHIBIT D

PARTICIPATING AGENCIES

AGENCY	RESPONSIBLE ADMINISTRATOR	ADDRESS	PHONE #
Irvine Valley College Police Department	Police Chief	5500 Irvine Center Drive, Irvine CA 92618	949/451-5201
Orange County Transportation Authority	Administrator	600 S. Main Street, Orange CA 92868	714/560-6282
Saddleback College Police Department	Police Chief	28000 Marguerite Parkway, Mission Viejo CA 92692	949/582-4390
Santa Ana Unified School District Police Department	Police Chief	1601 E. Chestnut Avenue, Santa Ana CA 92701	714/558-5536
US Ocean Safety (OC Lifeguards)	President	34127 Pacific Coast Highway, Dana Point CA 92629	949/276-5050



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: AWARD OF CONTRACT TO CABCO YELLOW, INC., DBA CALIFORNIA
YELLOW CAB FOR TRANSPORTATION SERVICES FOR THE CITY OF
LAGUNA HILLS' SENIOR DIAL-A-TAXI PROGRAM**

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO
EXECUTE AN AGREEMENT WITH CABCO YELLOW, INC., DBA CALIFORNIA
YELLOW CAB FOR SENIOR DIAL-A-TAXI TRANSPORTATION SERVICES.**

SUMMARY:

Cabco Yellow, Inc., dba California Yellow Cab (CYC) is the current taxi service provider for the City's Senior Dial-a-Taxi Program. This program is available to all residents over the age of sixty (60). The CYC Agreement expires on July 31, 2016. City staff issued a Request for Proposal on May 9, 2016, and received only one proposal and sealed bid from the City's current provider. City staff believes that CYC is more than qualified to continue forward with taxi transportation services for another potential five-year contract term to begin August 1, 2016, and therefore recommends that the City Council approve and authorize the Mayor to execute the attached Agreement with CYC. Funds to support the City's Senior Dial-a-Taxi Program are provided by Orange County Transportation Authority's (OCTA) Senior Mobility Program.

BACKGROUND:

At its June 28, 2016 meeting, the City Council approved Amendment No. 1 to Cooperative Agreement No. C-1-2478 between OCTA and the City of Laguna Hills for Senior Mobility Program that extends the funding for the City's Senior Dial-a-Taxi Program for another five years until June 30, 2021. Taxi services for the City's program are provided by CYC and their current contract expires on July 31, 2016.

A new contract for a taxi service provider must be executed to continue forward with transportation services. Following the guidelines provided in the City's Purchasing

Ordinance, City staff issued a Request for Proposal for taxi transportation services on May 9, 2016. One proposal and bid was received by the submittal deadline of May 31, 2016. The proposal and sealed bid were submitted by CYC and its sealed bid was opened by City staff during a public bid opening in the afternoon of May 31, 2016. Although the City received only one proposal/bid, City staff believes that CYC is qualified to continue providing services for the following reasons: (1) CYC is currently providing taxi transportation services to Laguna Hills residents and residents are satisfied with its service; (2) CYC also provides transportation services to other cities' senior transportation programs and therefore is very familiar with this service to seniors; (3) City staff is pleased with its service and the ease of working with CYC administration and support staff to resolve any issues that may arise; and (4) CYC provided the City with a fair bid and was willing to negotiate with City staff to reduce the costs of service after its bid was received.

Staff recommends that the City Council approve the attached Agreement with CYC. The Agreement term is for five years with costs per trip frozen for the first three years of the contract (or the initial term). This cost per trip is \$15 (\$5 resident copay and \$10 subsidized by City) for trips within the service area. This is the same cost that has been charged by CYC since inception of this program in 2011. CYC also agreed to discount costs to the City based on ridership numbers, which addressed City staff's concerns about controlling the City cost of supporting this program, as follows:

<u>Monthly Invoice Exceeds</u>	<u>Discount Amount</u>
300 trips or \$2,750	5%
320 trips or \$3,000	10%
340 trips or \$3,250	12%

The proposed Agreement with CYC allows for a two-year extension to be awarded to CYC after the initial three-year term at the City's discretion. CYC's cost per trip bid for the final two years of the potential five-year contract term was bid at \$17 per trip.

FISCAL IMPACT:

The City's Senior Dial-a-Taxi Program is funded by monies from OCTA's SMP and it is anticipated that there will not be any General Fund impact in supporting this program if current use does not substantially increase in the coming years.

ATTACHMENTS:

- Senior Transportation Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab.

SENIOR TRANSPORTATION SERVICES AGREEMENT
Cabco Yellow, Inc.

THIS SENIOR TRANSPORTATION SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of August 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and CABCO YELLOW, INC., a California corporation, dba as CALIFORNIA YELLOW CAB (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. On June 27, 2011, City entered into Cooperative Agreement No. C-1-2478 between the Orange County Transportation Authority and the City of Laguna Hills concerning senior transportation services, which was subsequently amended by Amendment No. 1 To Cooperative Agreement No. C-1-2478, approved by the OCTA Board of Directors on June 13, 2016 (collectively, the "OCTA Agreement").

B. Pursuant to the OCTA Agreement, OCTA allocates funds to City to be used exclusively for providing accessible senior transportation services. The City utilizes OCTA funding for its Senior Dial-A-Taxi Program, which provides door-to-door taxi service to Laguna Hills residents who are 60 years of age or older.

C. In accordance with the OCTA Agreement, City may contract with a third-party service provider to provide senior transportation services.

D. City requires the services of a qualified contractor to provide senior mobility taxi transportation services to City in accordance with the OCTA Agreement ("Project").

E. On May 9, 2016, the City issued a Request for Proposals inviting qualified firms to provide senior mobility taxi transportation services to the City for the Project.

F. In response to the City's Request for Proposals, Contractor has submitted to City a proposal to provide senior mobility taxi transportation services to the City for the Project pursuant to the terms of this Agreement.

G. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services for the Project as provided herein.

H. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the senior transportation services for the Project set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference, inclusive of the inspection, maintenance and reporting requirements enumerated in Attachment 1 to Exhibit "A" Pre-Operation Inspection & Defect Report and Attachment 2 to Exhibit "A" Senior Mobility P.M. Checklist (hereinafter collectively referred to as the "Services" or "Work"). Contractor further agrees to provide and perform the senior transportation services for the Project in accordance with the OCTA Senior Mobility Program Guidelines. Contractor represents and warrants that all Services and Work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. Contractor further represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.3 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest,

which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.4 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.5 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.6 Changes in Scope. City reserves the right to (1) expand or reduce the Service Area, (2) expand or reduce the list of Satellite Destinations outside of the Service Area, (3) eliminate the Airport Travel Destination, as each of these terms is defined in Exhibit "A" Scope of Services, and (4) restrict the number of trips provided to a specific location or particular patron upon (30) thirty days written notice of the change(s) to Contractor.

1.7 Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement and listed in Exhibit "A" Scope of Services, unless such additional services are authorized in advance and in writing by the City's Contract Officer. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City's Contract Officer.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference. The total maximum contract amount shall not exceed one hundred seventy-six thousand, six hundred and sixty-four dollars (\$176,664) during the Initial Term, or one hundred forty thousand, two hundred and ninety-one dollars (\$140,291) during the Renewal Term, as those terms are defined in Section 3.2, (hereinafter referred to as the "Maximum Contract Amount"). City shall have no obligation whatsoever to compensate Contractor more than the Maximum Contract Amount.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, no later than the tenth (10) working day of such month, Contractor shall submit to the

City, in a form approved by the City's Finance Manager, an original invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Appropriations. Contractor expressly acknowledges and understands that the Orange County Transportation Authority ("OCTA") provides funds, up to a set maximum amount, to City to pay for the Project. This Agreement is subject to and contingent upon funds being appropriated therefore by OCTA for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for an initial period of three (3) years, commencing on August 1, 2016 and ending on June 30, 2019 ("Initial Term"). At its sole option and discretion, and subject to any approvals as may be required by OCTA, the City may extend this Agreement for an additional period of two (2) years ending on June 30, 2021 on the same terms and conditions ("Renewal Term").

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: ***Tim Conlon, President.*** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, agents or volunteers, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that

the City has financial obligations, other than pursuant to Section 2 and Subsection 1.7 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, written on an occurrence basis

with limits of at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (2,000,000.00) in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each accident covering bodily injury and property damage. The policy shall specifically include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City and the OCTA, and their respective officials, officers, directors, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City and OCTA, and their respective officials, officers, directors employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting

each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. **The face of the certificates of insurance must reference Cooperative Agreement No. C-1-2478 and the OCTA's Senior Contract Administrator's name, Sue Ding.** At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subcontractors. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City and OCTA, and their respective officials, officers, directors employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by

City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

7.1 Taxi Records. As set forth in Exhibit "A" Scope of Services, Contractor shall keep complete, accurate, and detailed records and books relating to Contractor's performance of Services pursuant to this Agreement. The records and books shall be maintained and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Release of Documents. All reports, records, documents, and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.4 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, Work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of five (5) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The

terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon receipt of such notice, Contractor shall immediately cease all Work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for Work and Services performed prior to the date of termination. In addition, Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that is has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor: Cabco Yellow Inc., dba California Yellow Cab
Attention: Tim Conlon, President
520 W. Dyer Rd.
Santa Ana, CA 92707
Telephone: (714) 427-2555
Facsimile: (714) 245-0313

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a

party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

BARBARA D. KOGERMAN,
Mayor

ATTEST:

(SEAL)
MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONTRACTOR”
CABCO YELLOW, INC., dba
California Yellow Cab

By:_____
TIM CONLON,
President

By:_____
JOHN MUIR,
Chief Financial Officer

Exhibit "A"

SCOPE OF SERVICES

1. Service to be performed by CONTRACTOR. Services to be performed by CONTRACTOR under this Agreement shall be as follows:

- a. Accept telephone requests from Laguna Hills residents registered to participate in the CITY's Senior Dial-A-Taxi Program and dispatch a vehicle to the pick-up location. Transportation program shall be both demand responsive and also allow advanced pre-scheduled reservations within the city limits of Mission Viejo, Laguna Hills, and Laguna Woods (hereinafter referred to as the "Service Area"). Trips to be provided will include any destination point for shopping, errands, social/recreational, and personal business within the Service Area as stipulated in the CITY's OCTA Agency Service Plan. The vehicle shall arrive on time at the scheduled pick-up location, but in any event, no more than 30 minutes after the scheduled pick-up time. In addition to transportation services within the Service Area, CONTRACTOR shall provide taxi service to the following Satellite Destinations outside the Service Area:

- Lake Forest Nursing Center, 25652 Old Trabuco Rd., Lake Forest
- Freedom Village, 23442 El Toro Rd, Lake Forest
- Laguna Niguel/Mission Viejo Metrolink Station, 28200 Forbes Rd, Laguna Niguel
- Irvine Metrolink Station, 15215 Barranca Parkway, Irvine
- Hoag Hospital, 16200 Sand Canyon Ave, Irvine
- Kaiser Hospital, 6640 Alton Pkwy, Irvine
- Irvine Spectrum, 71 Fortune Dr., Irvine

The following Airport Travel Destination outside of the Service Area is serviced by the program at an additional charge:

- John Wayne Airport, 18601 Airport Way, Santa Ana

- b. CONTRACTOR shall provide 'second stop' service to assist the frailest customers (those individuals using a walker/wheelchair or cane) with quick errand trips on the return portion of a round trip. The 'second stop' service must be within one mile of the initial destination and the CONTRACTOR will wait twenty (20) minutes while the customer completes the errand. The CITY will reimburse the CONTRACTOR for any time over the twenty (20) minute wait time as outlined in Exhibit "B" to the Agreement. CITY reserves the right to cancel the

'second stop' service if the CITY determines the wait time routinely exceeds the (20) minute wait time requirement.

- c. Days and Hours of Operation: CONTRACTOR shall provide reservations and taxi services seven (7) days a week twenty-four (24) hours a day including holidays.
- d. CITY taxi passengers shall pay a co-pay per trip (one way), as determined by the CITY for any distance traveled within the Service Area, to all Satellite Destinations outside of the Service Area, and to Airport Travel Destinations as set forth under "Rider Co-pay" in Exhibit "B" to the Agreement. Eligible patrons must show their client ID badge when entering the taxi. CONTRACTOR will invoice the CITY at the rate agreed to by the CITY and identified in Exhibit "B" to the Agreement, Schedule of Compensation/Fees.
- e. Complaints: CONTRACTOR will provide the CITY with the name of a contact person and phone number to call for reporting customer complaints. Within twenty-four (24) hours of a reported complaint, CONTRACTOR's assigned customer service representative will contact the client to resolve the problem and report client complaint to the CITY. Within 48 hours of the reported complaint, CONTRACTOR's customer service representative will fax or e-mail to the CITY the steps they are taking to address the client's problem.
- f. CONTRACTOR shall gather ridership data, as determined and required by the CITY, and report such information to the CITY with the monthly invoice.
- g. Telephone Line: CONTRACTOR shall provide a toll-free telephone number (877) 809-6587 for use by CITY's Dial-A-Ride passengers.
- h. Vehicles, Maintenance, Appearance/Inspections:
 - 1. Vehicles: it shall be CONTRACTOR'S responsibility to maintain and operate all participating vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, management, service monitoring and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. Taxis shall have a taxi meter with a current approval and inspection by the Department of Weights and Measures. CONTRACTOR shall make available and use

wheelchair accessible vehicles when requested. CONTRACTOR shall assure that participating vehicles meet all applicable codes, laws and regulations.

At a minimum, CONTRACTOR shall perform:

- a. Daily pre-operation inspections that meet or exceed the guidelines provided in the attached *Pre-Operation Inspection & Defect Report* (Attachment 1).
 - b. Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached Senior Mobility P.M. Checklist, including the maintenance of all accessibility features of the vehicles (Attachment 2).
2. CONTRACTOR shall maintain maintenance records for each vehicle for (5) five years and shall cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Appearance: All taxis shall be uniformed in appearance and have the California Yellow Cab logo and color scheme in conformance with the Orange County Taxi Administration Program (OCTAP) regulations.

All taxis shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hands or fingerprints, exterior or interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts shall be kept clean and in good repair.

CITY reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.

- i. Upon receipt of notice from the CITY, the CONTRACTOR shall promptly correct any deficiency in CONTRACTOR'S performance of this Agreement.

2. Reporting Requirements:

- a. Daily Records: CONTRACTOR shall keep records of customer service reservations taken. Reservations shall include the client's name, telephone number, pick-up and drop-off address, time the call was received and time the call was dispatched.
 - b. Monthly Summaries: A monthly summary shall be attached to the CONTRACTOR's billing invoice and shall include the following: Date, Passenger ID #, Passenger Name, Pick up address, Drop off address, Pick up time, Drop off time, Trip Miles, Co Pay, Trip type (trip category or purpose), Number of trips per client, No shows and Cancellations.
 - c. Incident Reports: Drivers shall be required to complete "incident reports" after any out of the ordinary occurrence during service. Such reports must be submitted to CITY for review within 24-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct.
 - d. Vehicle Accidents: CONTRACTOR shall have sole responsibility, at its own cost and expense, for repair of any taxi damaged in a vehicular accident. CITY retains the right to investigate any vehicular accident involving a taxi providing Services under this Agreement, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
 - e. Patron Complaints: CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as a part of program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. CITY may require complaint investigation on the part of CONTRACTOR. CITY reserves the right to exclude any of CONTRACTOR's employees or drivers from participating in the program due to findings relating to a complaint or service issue.
 - f. Retention/Review of Records: The CONTRACTOR shall maintain all records pertaining to the services performed under this Agreement for a period of four years. The CONTRACTOR shall make its records pertaining to this Agreement available to the CITY upon request during regular business hours either for inspection or audit.
3. Workers' Compensation. CONTRACTOR certifies that it is aware of the Provision of the labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions relating to CONTRACTOR'S designated employees before commencing the performance of the work of this agreement.

4. Driver Qualifications. All drivers shall be licensed to operate a taxi and hold a current permit issued by OCTAP. Drivers must be properly trained to proficiency to perform duties safety, and in in a manner which treats all riders with respect and dignity. Disability awareness and passenger assistance must be included in this training. Drivers must have a satisfactory Department of Motor Vehicles record. Drivers must receive sensitivity and safety training. Drivers shall assist any passenger having difficulty in boarding. Drivers shall assist passengers in wheelchairs with boarding and tie downs. Drivers are to be alert, clean, careful, courteous and competent in their driver skills. Drivers shall conform to CONTRACTOR'S dress code.
5. Alcohol and Drug Policy. CONTRACTOR agrees to establish, implement and maintain during the term of this Agreement and any renewals thereof an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached hereto (Attachment 3). CONTRACTOR agrees to produce any documentation necessary to establish its compliance with Sections 701-707.

Attachment 1 to Exhibit "A"

Pre-Operation Inspection & Defect Report

Attachment 1



Orange County Transportation Authority ACCESS PREOPERATION INSPECTION DEFECT REPORT

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

AM/PM		AM/PM	
☐	Tires/Lug Nuts (wheels & rims)	☐	Emergency Reflectors
☐	Motor-Guard	☐	Turn Signal Switch/Horn
☐	Air System	☐	First Aid Kit
☐	Lights/Reflectors	☐	Radio
☐	Wheelchair Lifts	☐	Driver's Seat/Belt
☐	Wheelchair Lift Cover	☐	Door Interlock
☐	Mirrors	☐	W/C Tie Down Straps
☐	Windshield Wipers/Washers	☐	Manual Lift Bar
☐	Fire Extinguisher	☐	Conduct Walk Around
☐	Steering Mechanism	☐	Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

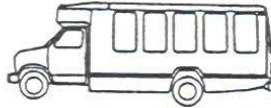
BRAKES	RETARDER	ENGINE
☐ Brake Fluid Leaks	☐ Light On:	☐ Hot Engine/Water Leaks
☐ Soft/Hard	☐ Brakes Not Applied	☐ Low Oil/Oil Leaks
☐ Pull to L/R	☐ Light On:	☐ Starts Hard
☐ Dragging	☐ Brakes Applied,	☐ No Power/Eng. Ck. Light
☐ Smoking	☐ Bus Stopped	☐ Smokes
☐ Emergency Brake	☐ Light Not On:	☐ Idles Rough/Vibration
☐ Other - explain	☐ Brakes Applied,	☐ Exhaust, Vacuum Leaks
	☐ Bus Moving	☐ Fuel Leaks/LPG/Gas
TIRES/WHEELS	A/C & HEATING	☐ Other - explain
☐ Flat	☐ Off	TRANSMISSION
☐ Embedded Object	☐ Too Cold/Hot	☐ Won't Go Into Gear
☐ Cut	☐ Defroster Defect	☐ Slips/Grinds/Lurches
☐ Smooth/Cord	☐ Ventilation (Blowers)	☐ Excessive Noise
☐ LF RF RRI RRO LRI LRO	☐ Fumes	☐ Leaks
☐ Loose Missing Lugs	☐ Other - explain	☐ Drive Line Vibration
☐ Other - explain	ENTRANCE/EXIT DOORS/	☐ Rear End Noise
LIGHTS	WINDOWS	STEERING
☐ Interior	☐ Slow	☐ Hard/Binds
☐ Exterior	☐ Inoperative	☐ Shimmy
☐ Location: _____	☐ Leaks Air	☐ Excessive Play
	☐ Excessive Play	☐ Other - explain
VEHICLE CLEANLINESS	☐ Other - explain	ELECTRICAL EQUIPMENT
☐ Interior	☐ Emergency Releases	☐ Generator/Starter
☐ Exterior	WHEEL CHAIR LIFT	☐ Turn Signals/Flashers
☐ Floor	☐ Will Not Fold Out	☐ Horn
☐ Windows	☐ Will Not Lower/Raise	☐ Fare Box
☐ Seat Condition	☐ No Restraint Down/Up	☐ Instruments/Gauges
Explain: _____	☐ Lift Will Not Fold Into Bus	☐ Fuel, Oil, Amp Meter
RADIO	☐ Seats	☐ Handrails
	☐ Modesty Panels	

BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature

Date

Attachment 2 to Exhibit "A"

Senior Mobility P.M. Checklist

Attachment 2

Inspection

Senior Mobility P.M. Check List

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

A. Employee must check off all boxes/ Note all discrepancies on reverse side

B. Check files and open workorders

C. Interior

1	Entry door operation and seals	ok	rep	req
2	Temperature and oil warning devices			
3	Neutral safety system			
4	Horn, gauges and dash lights			
5	Heater defroster and fan			
6	Windshield wipers and washer			
7	Indicator lights			
8	Throttle operation			
9	Steering free play _____ in			
10	Applied and unapplied brake test for vacuum loss			
11	Interior lights			
12	Windshield and window glass condition			
13	Window mechanism and seals			
14	Seat condition			
15	Interior body, floor and stantions			
16	Fire extinguisher date and bracket			
17	Road warning devices			
18	First aid kits			
19	Emergency exits operation, warning devices and signs			
20	Interior clean			
21	Back up alarm			

D. Exterior

1	All exterior lights and signals	ok	rep	req
2	Mirror condition and mounting			
3	Record body damage			
4	Bumper bolts			
5	Paint lettering and appearance			
6	Emergency exits			
7	Axle flange and lug nuts, oil hubs			
8	Tire side wall condition, cracked wheels, valve stem			
	Valve stem cap, alignment of rear duels			
9	Tread depth			
	LF _____ RF _____ LRO _____			
	LRI _____ RRO _____ RRI _____			
10	Tire inflation: Record and inflate			
	LF _____ RF _____ LRO _____			
	LRI _____ RRO _____ RRI _____			

E. Under hood

1	Check for visible leakage	ok	rep	req
2	Engine oil level			
3	Transmission fluid level and condition			
4	Brake fluid			
5	Power steering fluid			
6	Check all belts			
7	Component and accessory mounting			
8	Check all hoses and routing			
9	Coolant level and protection _____ c/f _____ ph			
10	Pressure test cooling system			
11	Water pump and fan clutch play			
12	Air filter condition - check restriction gauge			
13	Check exhaust system			
14	Battery fluid level and mounting			
15	Clean battery and connections			
16	Drain fuel/water separator			

F. Under Bus

1	Kingpin and wheel bearing play	ok	rep	req
2	Tire wear, condition and matching			
3	Leakage at backing plates and wheel seals			
4	Steering box, mounting, leakage, looseness and leaks			
5	Front shocks and mounting			
6	Front springs, bushings			
7	Engine leaks, lines, filters, hoses and engine mounts			
8	Starter and connections			
9	Exhaust system and mounting			
10	Transmission mounted parking brake			
11	Transmission leaks			
12	Output shaft play			
13	Driveshaft guard, U joints and retarder			
14	Body hold downs and insulators			
15	Wiring along frame			
16	Differential leaks, fluid level			
17	Pinion play			
18	Breather vent			
19	Rear shocks and mounting			
20	Rear springs, bushings and U bolts			
21	Leakage at backing plates and wheel seals			
22	Fuel tank straps and lines			
23	Tail pipe hangers			
24	Lube entire chassis			
25	Check drag link, tie rods and idler arms			

Exhibit “B”

SCHEDULE OF COMPENSATION/FEES

A. PAYMENT SCHEDULE

Monthly Program Performance Report shall be submitted to the CITY with the invoice on or before the tenth (10th) working day of the month.

CITY shall use reasonable efforts to make payments to CONTRACTOR within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of the CONTRACTOR’S fees, it shall give written notice to CONTRACTOR within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.

CITY shall reimburse the CONTRACTOR at the rates established under “Amount Billed to City” in the table below per one way trip for any distance traveled within the Service Area, one way trip to a Satellite Destinations outside of Service Area, and one way trip to the Airport Travel Destination.

CITY shall reimburse the CONTRACTOR \$15.00 per a ‘second stop’ trip in which the wait time is greater than twenty (20) minutes.

CITY shall determine the amount of Rider Co-pay and may modify the Rider Co-pay amount from time to time. Any changes to the Rider Co-pay will adjust the Amount Billed to City, and the sum of the Rider Co-pay and the Amount Billed to City will always equal the Total Cost Per Trip as outlined in the fee schedule tables below.

CONTRACTOR shall discount each monthly invoice as set forth below. These discounts will be calculated based on trip volume as part of the invoicing process and included in the month end statement.

<u>Monthly Invoice Exceeds</u>	<u>Discount Amount</u>
300 trips or \$2,750.	5%
320 trips or \$3,000.	10%
340 trips or \$3,250.	12%

The following fee schedule (Table 1.) shall apply to the Initial Term of the Agreement (or years 1, 2, and 3 of the Agreement).

Table 1. Fee Schedule for Initial Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$10	\$15
City of Laguna Woods	\$5	\$10	\$15
City of Mission Viejo	\$5	\$10	\$15
Satellite Destinations			
Irvine Spectrum	\$5	\$10	\$15
Hoag Hospital - Irvine	\$5	\$10	\$15
Kaiser Hospital - Irvine	\$5	\$10	\$15
Airport Travel Destination			
John Wayne Airport	\$16	\$16	\$32

The following fee schedule (Table 2.) shall apply to the Renewal Term of the Agreement (or years 4 and 5 of the Agreement).

Table 2. Fee Schedule for Renewal Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$7	\$11	\$18
City of Laguna Woods	\$7	\$11	\$18
City of Mission Viejo	\$7	\$11	\$18
Satellite Destinations			
Irvine Spectrum	\$7	\$11	\$18
Hoag Hospital - Irvine	\$7	\$11	\$18
Kaiser Hospital - Irvine	\$7	\$11	\$18
Airport Travel Destination			
John Wayne Airport	\$18	\$18	\$36



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER**

ISSUE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND SALARY RANGE AND BENEFITS FOR A NEW, FULL-TIME POSITION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND SALARY RANGE AND BENEFITS FOR A NEW, FULL-TIME POSITION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

SUMMARY:

As part of the 2015-2017 Biennial Budget, funds were appropriated to conduct management/organizational evaluations of select City departments and operations. Subsequently, the City retained Kelly Associates Management Group in September 2015 to conduct a comprehensive organizational assessment of the Community Development Department. The in-depth analysis focused on twelve specific areas, one of which was an organizational assessment that evaluated the existing staffing complement of the Department. One of the recommendations encompassed in the final report involved a minor reorganization of the Community Development Department where an Assistant Planner position would be replaced with a mid-level planner/manager position.

After thoroughly evaluating the various options, staff is recommending the addition of a full-time Senior Planner position. It is anticipated this position will oversee subordinate planners and manage many of the routine, day-to-day tasks of the Community Development Department.

Staff is recommending a proposed monthly salary range of \$7,646 to \$9,294, which is consistent with the recently completed compensation study. Since this new position will be part of the bargaining unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association, it will be subject to retirement and health insurance cost sharing.

FISCAL IMPACT:

The full cost of the position, including salary and benefits, is estimated at \$150,000. While the position is not currently included in the 2015-2017 Biennial Budget, the City has personnel savings stemming from the deletion an Assistant Planner position as well as lower than expected personnel costs. As such, there is no need for a budget amendment.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2016-07-12-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING A CLASSIFICATION AND SALARY RANGE AND BENEFITS FOR A NEW FULL-TIME, POSITION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. This Resolution establishes a new classification and salary range to Section IV. A. Full-Time Positions-Non-Management, covered by the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("Association").

SECTION 2. The new classification created by this Resolution will be included in the bargaining unit represented by the Association and all provisions in the MOU between the City and the Association will be applicable to this position.

SECTION 3. The following salary range is assigned to the new classification of employment covered by the MOU.

FULL-TIME POSITIONS – NON-MANAGEMENT	MONTHLY RANGE	
Senior Planner	\$7,646	\$9,294

SECTION 4. Members of the Association have been notified concerning the actions set forth herein.

SECTION 5. Except as otherwise specified to the contrary in this Resolution, all provisions shall be effective August 1, 2016.

PASSED, APPROVED, AND ADOPTED this 12th day of July 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2016-07-12-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 12th day of July 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

ITEMS REMOVED FROM THE CONSENT CALENDAR

- 3.8 AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM FOR FUNDING FOR THE CITY OF LAGUNA HILLS SENIOR DIAL-A-TAXI PROGRAM

Council Member Carruth removed Item No. 3.8 from the Consent Calendar for additional information. Deputy City Manager Reynolds responded.

THE CITY COUNCIL AUTHORIZED THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-1-2478 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF LAGUNA HILLS FOR SENIOR MOBILITY PROGRAM, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).

- 3.9 AUTHORIZATION TO PURCHASE PORTABLE 800 MEGAHERTZ RADIOS AS THE SECOND PHASE UPGRADE TO THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM

City Manager Channing removed Item No. 3.9 from the Agenda. This item will be brought back to City Council for their review and authorization at the next City Council meeting.

THE CITY COUNCIL DID NOT TAKE ANY ACTION ON THIS ITEM AS IT WAS PULLED FROM THE AGENDA IN ITS ENTIRETY.

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:26 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Carruth, Agency Member Gilbert

Absent: Agency Member Blount

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JUNE 14, 2016

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE JUNE 14, 2016, REGULAR MEETING, BY M/AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0 (AGENCY MEMBER BLOUNT ABSENT).**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Kogerman reconvened the City Council meeting at 7:27 p.m. All Council Member were present with the exception of Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES AND UPDATES TO CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313

Deputy City Manager Reynolds reviewed the information provided in the Staff Report, provided a brief PowerPoint presentation, and responded to City Council requests for additional information.

Mayor Kogerman opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

**THE CITY COUNCIL: (1) CONDUCTED A PUBLIC HEARING; (2) ADOPTED RESOLUTION NO. 2016-06-28-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADJUSTING THE COMMUNITY CENTER FACILITY AND GYMNASIUM RENTAL RATES; AND (3) APPROVED STAFF'S PROPOSED AMENDMENTS TO THE CITY COUNCIL RESERVATION POLICIES NO. 309, NO. 310, AND NO. 313 AS REFLECTED IN THE ATTACHMENTS TO THE STAFF REPORT BY M/COUNCIL MEMBER GILBERT, S/MAYOR PRO TEMPORE SEDGWICK.
APPROVED BY A VOTE OF 4-0 (COUNCIL MEMBER BLOUNT ABSENT).**



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: JULY 12, 2016

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

**ISSUE: VARIANCE NO. 3-16-3492, A REQUEST BY MARIBEL BISHOP TO
CONSTRUCT STORAGE SHEDS IN THE SIDE YARD OF THE SUBJECT
PROPERTY AT 22201 TERNI IN THE LOW DENSITY RESIDENTIAL ZONE**

**RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC
HEARING; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE
PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING
VARIANCE NO. 3-16-3492, A REQUEST BY MARIBEL BISHOP TO CONSTRUCT
STORAGE SHEDS IN THE SIDE YARD OF THE SUBJECT PROPERTY AT
22201 TERNI IN THE LOW DENSITY RESIDENTIAL ZONE."**

SUMMARY:

The subject property is located at 22201 Terni, which is within the Laguna Terrace tracts in North Laguna Hills. The property is zoned Low Density Residential (LDR) and improved with a single-family residence. The applicant is seeking approval from the Planning Agency for a Variance to construct two new storage sheds within the side yard of the property. The City's Development Code (hereinafter "Development Code" which is contained in Title 9 of the Laguna Hills Municipal Code) requires that sheds and storage structures be constructed within the rear yard of residential lots. To approve a Variance, the Planning Agency must determine that "special circumstances" exist on the property that prevents the Applicant from meeting the requirements of the Development Code. Staff supports the request given that steep slope areas exist on the property where an accessory structure would normally be placed. This circumstance is unlike most other properties within the Laguna Terrace tracts. The unique slope condition of this property creates a hardship on the Applicant's ability to further develop the lot and allows the Planning Agency to grant the requested Variance.

Staff has reviewed the Development Code requirements as well as General Plan issues, goals, and strategies, and has evaluated the potential for environmental impacts in accordance with the California Environmental Quality Act (CEQA), and has determined

that the proposed Variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity, and therefore recommends approval of Variance No. 3-16-3492, subject to the conditions proposed.

BACKGROUND:

The subject property is an existing +/- 18,500 square-foot flag lot located on a cul-de-sac improved with a single-story, detached single-family residence. The property has three street frontages at the front property line, the rear property line, and street side property line. The residence maintains front, interior side, street side, and rear yard setbacks of +/- 20 feet, 5 feet, 45 feet, and 38 feet, respectively. The property is located in Laguna Terrace, which is characterized by unique cul-de-sac streets that typically contain flag lots at the end of each cul-de-sac. The subject lot is a flag lot at the end of the Terni Street cul-de-sac, and like other similar lots, is somewhat larger than the other standard lots (non-flag lots) in this area.

Despite the large lot size only +/- 8,700 square feet of the lot is "buildable" (approximately 47%). The usable outdoor area available to the property for private open space is contained in what is considered a portion of the property's east side yard. The west rear yard area behind the residence is characterized by a 60 foot by 110 foot sloped area with a 30 foot drop in grade from the back of the residence to Marsala Street. On the property's street-side yard area, a similar slope area of about 4,200 square feet exists from the north side of the house to Teramo Street. After accounting for the footprint of the residence and driveway area leading to the property's garage (an area of +/- 5,500 square feet), an outdoor yard area of +/- 2,200 square feet is available for the owner's outdoor enjoyment of their property where no slopes are present.

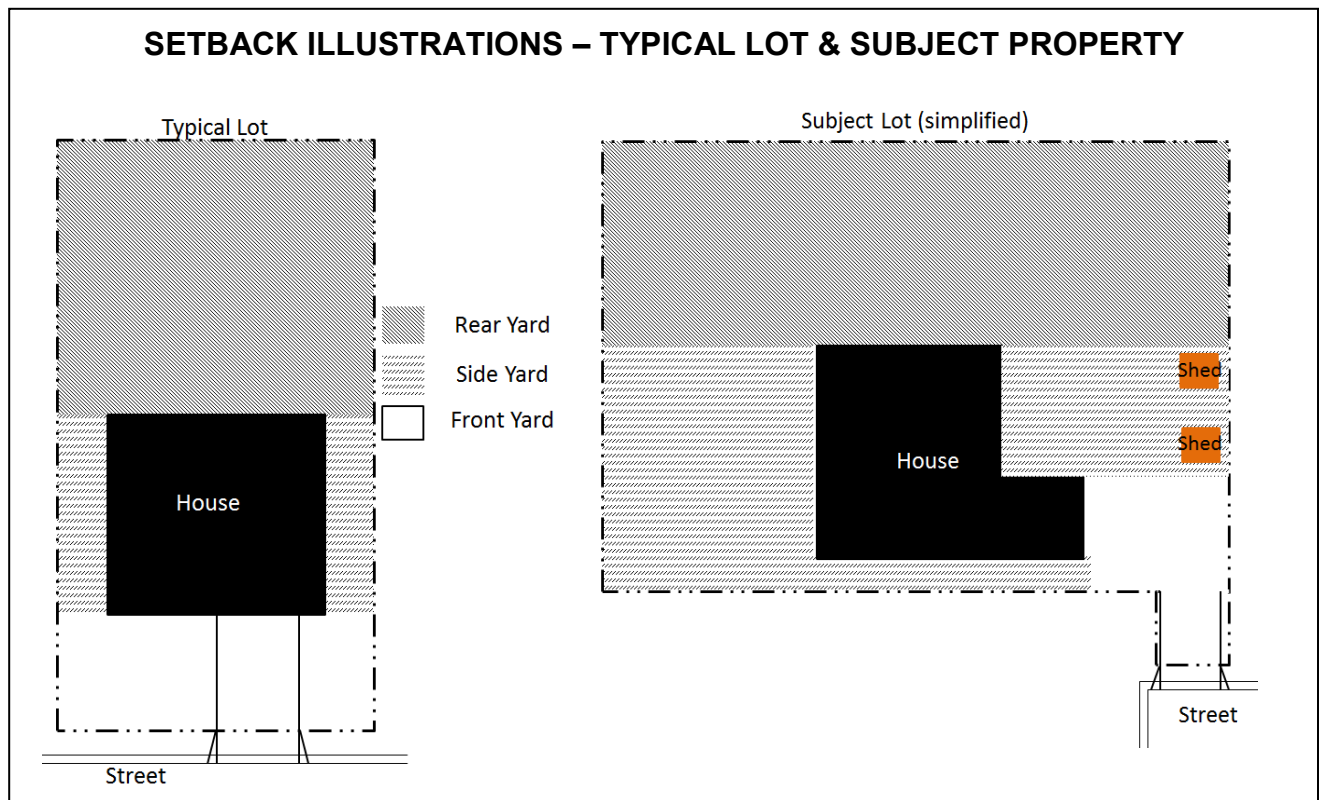
In addition to the primary residence and the proposed sheds (one of which has already been constructed), the property is improved with other small accessory structures, including a gazebo, a covered deck, and an existing storage structure. The Applicant wishes to add additional storage, as well as another covered patio (for which a variance is not required) to support their hobby of orchid cultivation.

PROJECT DESCRIPTION AND ANALYSIS:

The applicant is seeking approval of a Variance pursuant to Section 9-92.080(F) of the Development Code, to deviate from the development standards contained in Section 9-70.080 of the Development Code for Accessory Structures – specifically for two small sheds. The granting of a variance allows a property owner to deviate from the City's development standards because of a unique physical condition that exists on the property. A variance allows impaired properties to be developed similarly with other properties in an area that may not face any hardships in development.

Approval of the request would allow two storage sheds totaling 145 square feet to be built in the side yard of the property. Section 9-70.080(B) of the Development Code limits the location of storage sheds to the rear yard of residential properties. The Development Code defines “rear yard” as the “space extending across the full width of the lot between the principal building and the rear lot line.” Defined yard areas are illustrated below for a typical lot and a simplified version of the subject lot.

The basis for the variance requested by the Applicant is that there is no “buildable” rear yard area to locate the desired sheds. The subject property slopes down at the rear and the side to adjacent streets. Attachment 1 is an aerial view of the subject lot which shows the top of the slope and the sloped areas. Nearly the entirety of the rear yard is sloped making placement of the sheds in this area impractical.



While the cul-de-sac condition with one or more flag lots is not unique in the Laguna Terrace development, the sloped condition to two adjacent streets is unique to this lot. Several other lots are limited in that they maintain a sloped condition on one part of their lot area (usually a side or rear yard), but not in both yard areas, as the subject lot does. Where another similarly situated property owner could typically place a shed, the subject property owner is not able to due to the unique topography of the lot. Therefore, staff is

supportive of the request to place sheds in the side yard of the subject property. Sheds may be located up to three feet from the side or rear property line. The subject sheds are four feet from the side property line at their closest point meeting all other development standards aside from their location in the side yard.

One of the primary reasons that the Development Code likely requires sheds to be located in the rear yard, as opposed to the side, is aesthetics. In the rear yard, the primary residence screens views from the street to the sheds. At the requested location, the front of one of the requested sheds will be visible from the street. It should be noted that due to the corner cul-de-sac location views from the street will be limited. Nonetheless, the Applicant has designed the sheds to be architecturally compatible with the primary residence. The sheds will have gabled, shingled roofs matching those of the home (while the garage has a flat roof, the residence itself as well as other existing accessory structures have gabled roofs). The wood siding will be stained to match the wood front fence (see photos, Attachment 2). **Condition 11** has been added to ensure the sheds are finished with compatible colors and materials.

CONCLUSION:

Staff is supportive of the request to place sheds in the side yard at this property. Due to the slope of the rear yard, the property owner is limited in where sheds can be placed on the subject property in a way other similarly situated homes in the neighborhood are not. With the conditions of approval requiring that the sheds be finished in compatible materials to the primary residence, aesthetic concerns are addressed. Granting of the variance with the Conditions of Approval will allow the subject property owner to use the subject lot in a manner similar to others in the neighborhood without negative impacts to properties, uses, or improvements in the vicinity.

CEQA FINDINGS:

Variance 3-16-3492 has been found to be exempt from environmental review under state regulations (the California Environmental Quality Act). The exemption is based upon the Class 3 Categorical Exemption which exempts projects involving the construction of small structures such as garages, patio covers, and fences pursuant to Title 14, Chapter 3, Section 15303 of the California Code of Regulations.

ATTACHMENTS:

- Attachment 1 – Aerial Photo
- Attachment 2 – Site Photos
- Attachment 3 – Letter of Justification
- Attachment 4 – Resolution
- Attachment 5 – Plans



Attachment 1: Aerial Photo





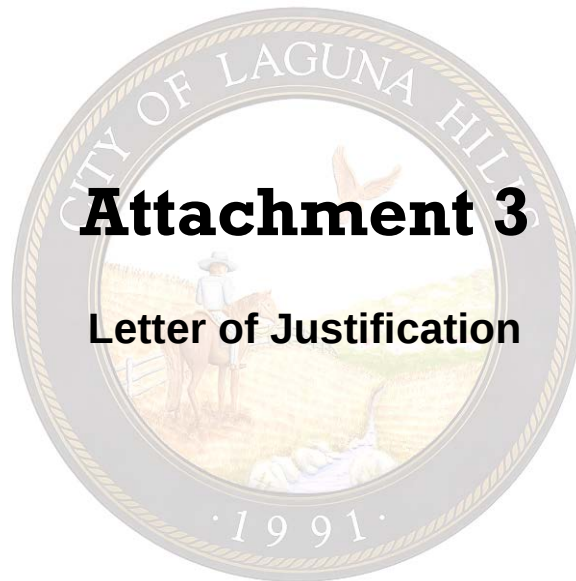
Attachment 2

Site Photos

Attachment 2: Site Photos

(view from sidewalk)





Attachment 3

Letter of Justification

RECEIVED

MAR 29 2016

CITY OF LAGUNA HILLS

March 26, 2016

To the member of the board of council,

I'm writing this letter to ask the kind council for a permission to build a dream project that will serve

As a supply room and a working area for an orchidarium . This project started when my parents

decided to sell the house. They are getting old and house maintenance is too much for them.

They love gardening there collections of orchids which hold them in selling the house.

They want this hobby to continue even they move to another place. As an Asian specially Filipino we

have the tradition to take care of our elders at home to show our greatest gratitude for giving us the

best in life which I enjoy now. As the eldest siblings I decided to offer my house so that they will

continue want they started enjoying and spending quality time together for the rest of their remaining

days here on earth. My yard is huge but half of it is hill side. The only available space to house the

orchids is the east side portion. I called the building dept. for the requirements for a shed 10' x 10' and

not more than 15' high and a deck of 16" high no permit required. This project specially the sheds

where design to blend the aesthetic facade of the existing structures. The first shed was design with a

manually operated garage door giving us an access toward outside the property and match the

existing garage structure on the west side. The second shed will blend with the structure on the

north side . Both sheds are have an easy access to an existing fiberglass gazebo which will be

transformed to an orchidarium. A deck was constructed to get rid of the grass in response for California

program to save water and serve as easy access for both sheds for my parents and will serve as a

space for them to relax and enjoy nature, later this year it will the venue of a their 50th

wedding anniversary. As we built this project we started with the deck and the first shed we

received a notice from the city code enforcer that a neighbor complained about the new

construction. We don't have the intention to build without a permit. It's my fault too I should just

went personally and asked the requirements on the counter and not by phone which did not give us

sufficient information needed.

Hoping the board of council is kind kind enough to consider this request of my parents. It will be greatly

Appreciated and you will be a part of this this dream.

Respectfully yours,

Maribel M. Bishop



Attachment 4

Proposed Resolution

RESOLUTION NO. PA2016-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, GRANTING VARIANCE (VA) NO. 3-16-3492, A REQUEST BY MARIBEL BISHOP TO CONSTRUCT STORAGE SHEDS IN THE SIDE YARD OF THE SUBJECT PROPERTY AT 22201 TERNI IN THE LOW DENSITY RESIDENTIAL (LDR) ZONE.

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Maribel Bishop ("the Applicant") has filed an application for VA No. 3-16-3492 to allow construction of storage sheds in the side yard of the subject property at 22201 Terni located in the LDR zone; and

WHEREAS, VA No. 3-16-3492 is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction); and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on July 12, 2016.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of VA No. 3-16-3492 have been met and are made as follows:

1. The strict application of the Development Code deprives the property owner of privileges enjoyed by other property owners in the vicinity and under the same zoning classification because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location, or surroundings.

The subject property is located on at the end of a cul-de-sac and is a flag lot. The subject cul-de-sac flag lot, while unique with regard to determining front, side, and rear yards, is not unique to the Laguna Terrace development. There are several similarly situated lots within the Laguna Terrace development. However, the lot is unique and distinct from other lots in the area because both the rear and one side yard slope down considerably to

adjacent streets. This is a unique condition and significantly limits the “buildable area” of the subject lot. Other similarly situated lots have more flat “buildable” area on which to place sheds in the rear yard. The sloped rear and side yards represent special circumstances that apply to the subject property that do not generally apply to other properties in the Laguna Terrace development.

2. The grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district.

The variance will provide relief from the City’s zoning standards to allow the property owner to place sheds in a location that is accessible to the residents on the property. The property maintains unique grade characteristics when compared to other properties in the Laguna Terrace development. Without the variance, the subject property would be deprived of nominal rights other properties enjoy because they do not have the same rear-yard slope conditions. Without the variance the property would have less development rights than other properties in the Laguna Terrace development.

3. The Variance is granted upon hardship and not convenience.

Significant rear and side yard slope areas represent a hardship on the property that other properties in the development do not have to contend with. These conditions have the effect of reducing the buildable area of the lot and leave negligible non-sloped rear yard area on which to place sheds. Other properties in the development are not similarly limited.

4. The grant of Variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity.

Granting of the Variance to allow the sheds in the side yard is not detrimental to the public health, safety, and welfare of the community nor will it be injurious to properties, uses, or improvements in the vicinity. The sheds meet setback requirements and other development standards for the zone with the exception of their placement in the side yard. Conditions of approval require the sheds to be built in accordance with applicable requirements of the building code which ensure that new construction is adequately designed and constructed. Because of the placement location, conditions of approval require the sheds to be architecturally compatible with other structures on the subject site. This will help to ensure that the project will not affect the aesthetics of the neighborhood and will not be injurious to properties, uses, or improvements in the vicinity.

5. The Variance does not grant a use not permitted by the zoning district.

The subject property is located in the Low Density Residential (LDR) zone. The property is developed with a detached single-family residence which is a permitted use in the LDR zone. Improvements such as small sheds and storage structures, patio covers, and similar accessory structures support the use of the property as a single-family residence and are also permitted improvements in the LDR zone as described by the City's Development Code. Therefore the variance does not grant a use that is not permitted in the property's zone.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve VA No. 3-16-3492 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Mari-bel Bishop, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans, studies and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as part of the Project, and as otherwise modified by these Conditions of Approval.
3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the

defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

4. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from July 12, 2016.
10. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
11. The Applicant shall ensure the sheds approved pursuant to this Permit are architecturally compatible with the main residence. The subject structures shall utilize colors and finishes consistent with those used on the subject site, to provide a unified and architecturally compatible appearance, to the satisfaction of the Community Development Director.
12. The Applicant shall secure applicable building permits, as required by Section R105 of the 2013 California Residential Code, prior to the commencement of any work for which a permit is required. Additionally, the Applicant shall be required to secure permits for construction completed without the benefit of permits to the satisfaction of the Building Official.

13. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section R106 of the 2013 California Residential Code.
14. All construction shall comply with the 2013 California Residential, Plumbing, Mechanical, and Electrical Codes with regard to U occupancies.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2016.

BARBARA D. KOGERMAN, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2016- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 12th day of July, 2016, by the following vote:

AYES:

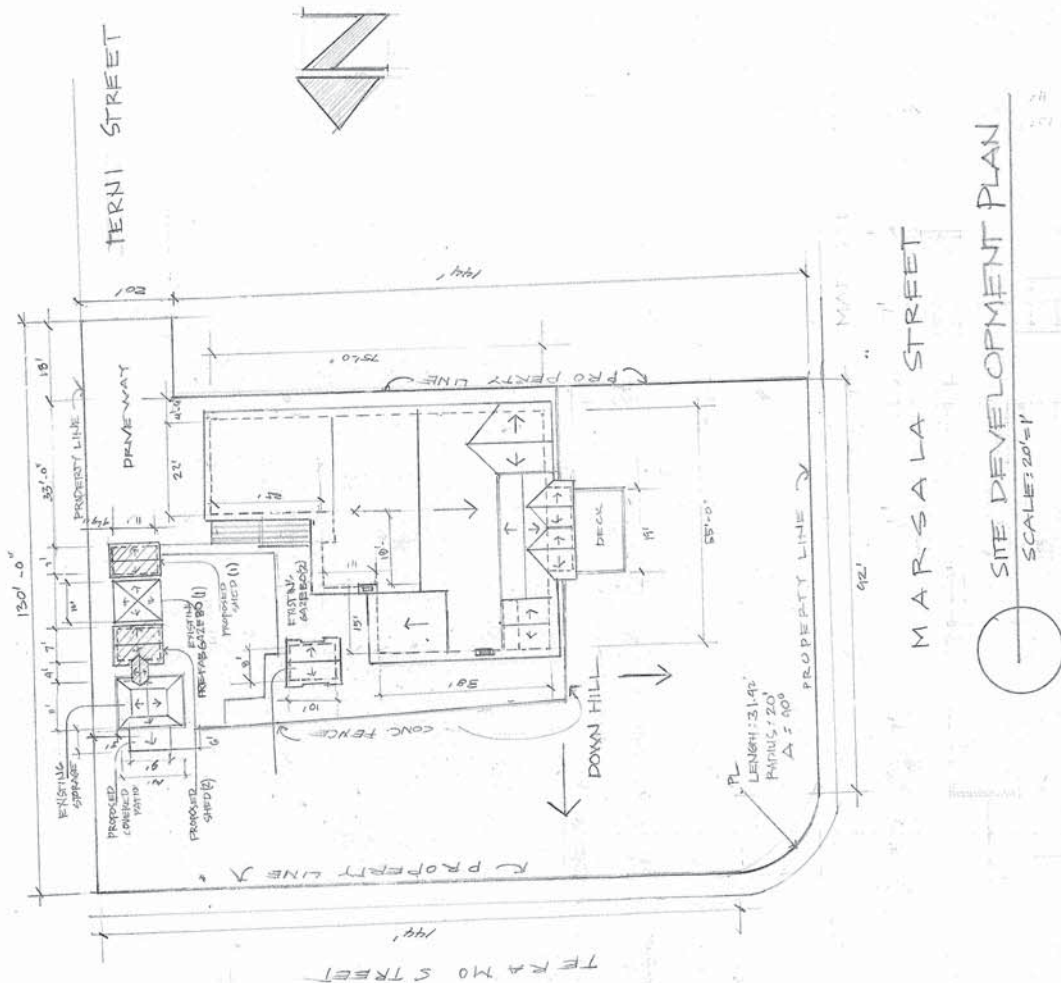
NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK





THIS SITE
22201 TERNI ST.



VICINITY MAP
SCALE = 500' = 1"

PROPOSED ADDITION:

SHED #1 = 735 SQ. FT.

SHED #2 = 70 SQ. FT.

GAZEBO #1 = 100 SQ. FT.

GAZEBO #2 = 80 SQ. FT.

STORAGE = 154 SQ. FT.

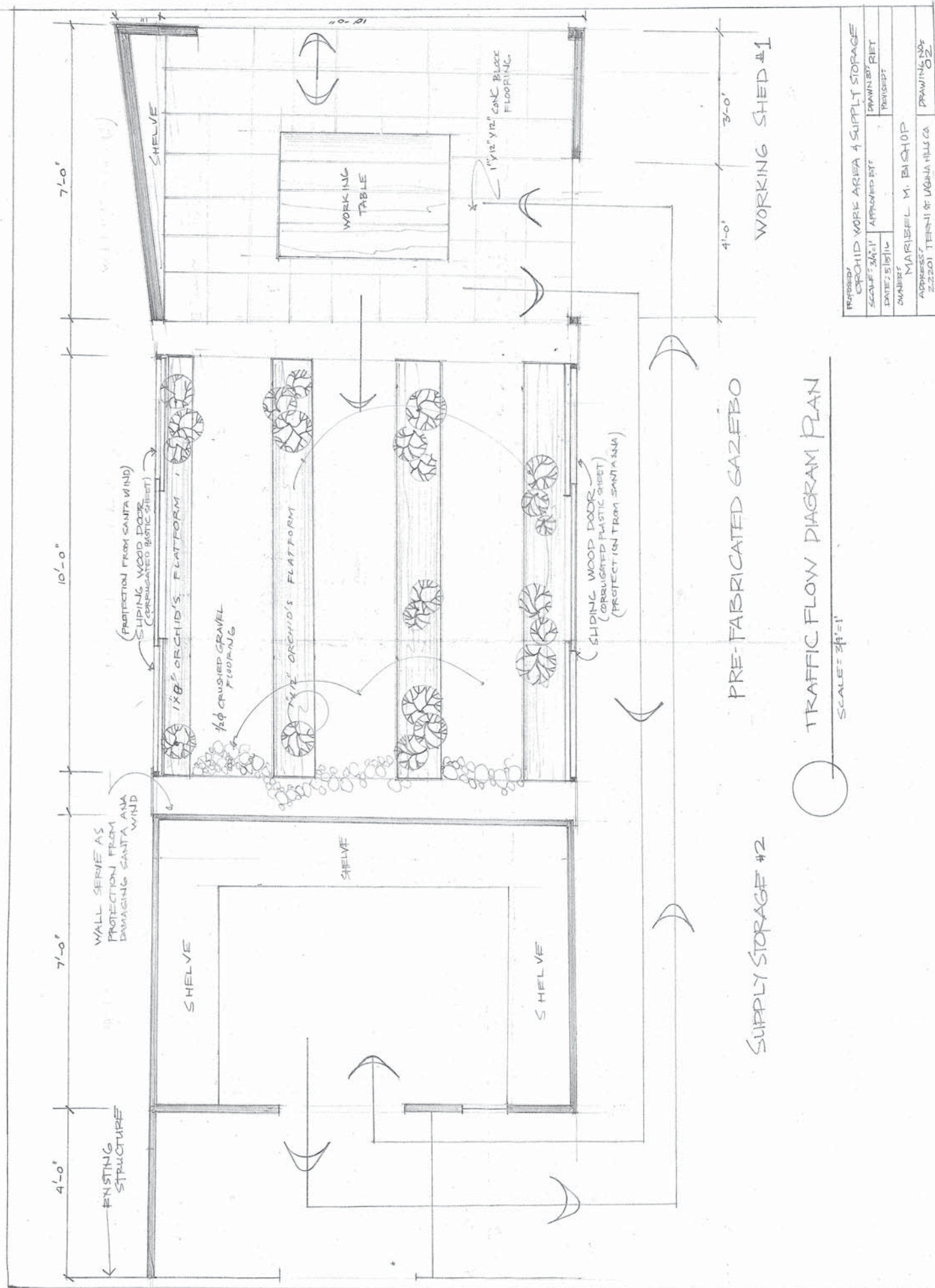
TOTAL HOUSE AREA = 3,252 SQ. FT.

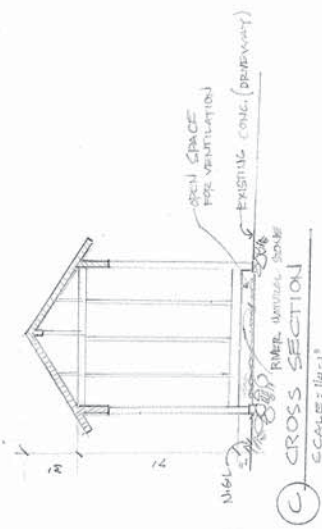
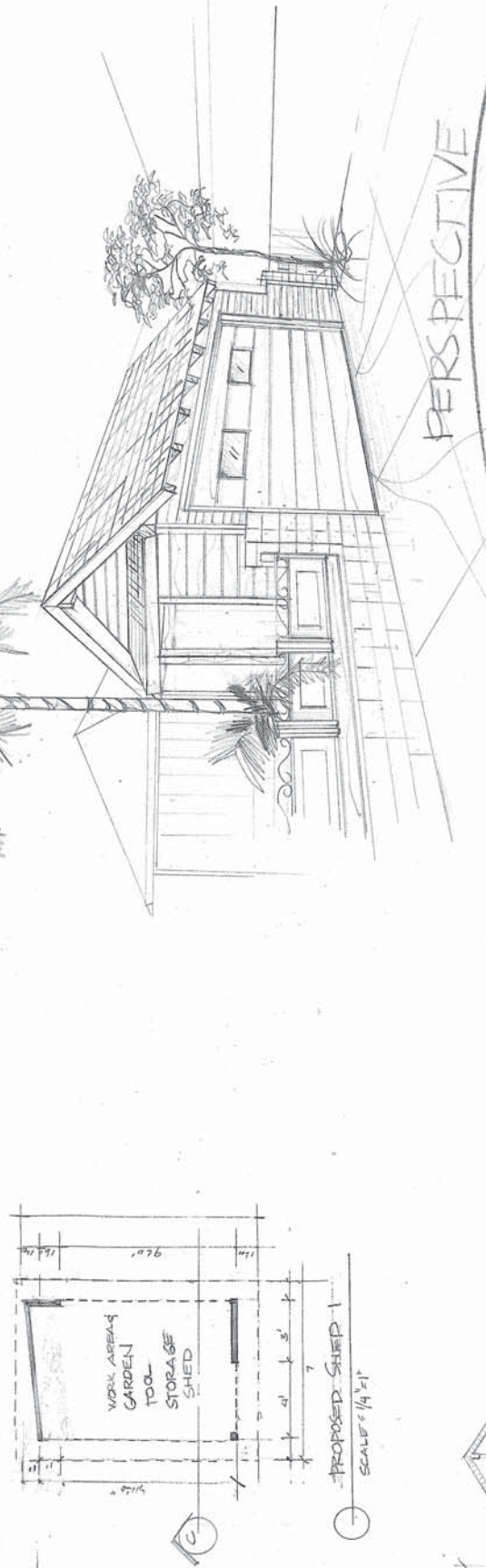
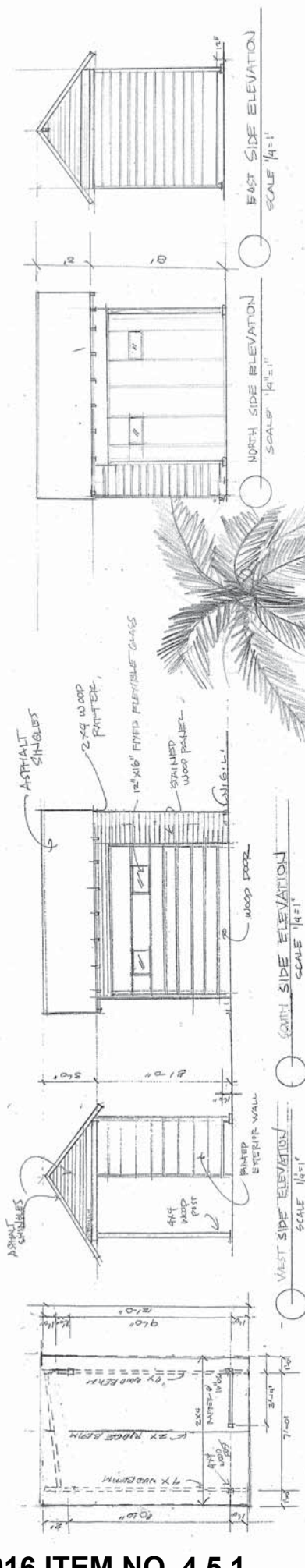
TOTAL BLDG. AREA = 3,729.5 SQ. FT.

LOT AREA = 18,731 SQ. FT.

SITE COVERAGE = $3,729.5 / 18,731 = 19.91\%$

PROPOSED: ORCHARD WORK AREA & SUPPLY STORAGE			
SCALE:	APPROVED BY:	DRAWN BY: RBY	REVISED:
DATE: 5/16/16			
OWNER:	MARIEL BEL M. BISHOP		
ADDRESS:	22201 TERNI ST LAGUNA HILLS CA		
DRAWING NO.	01		





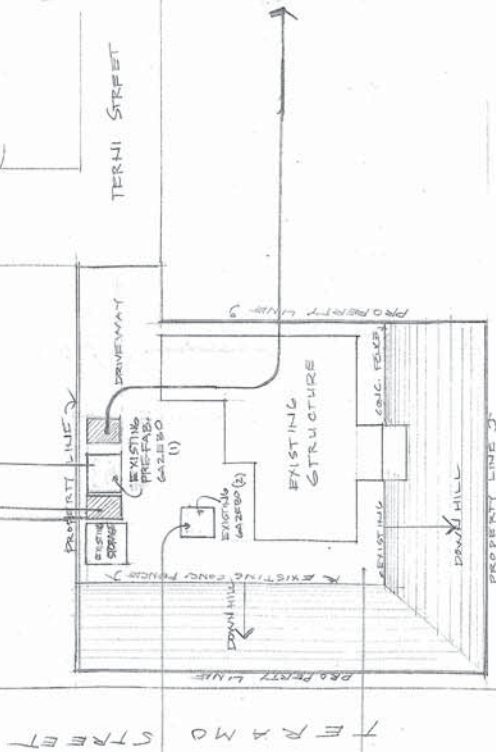
PROPOSED: ORCHID WORK AREA & LIFT STORAGE			
SCALE: 1/4"=1'		APPROVED BY:	DRAWN BY: REF
DATE: 7/15/16		REVIEWED:	
OWNER: MARIBEL M. BISHOP			
ADDRESS: 22201 TERRELL ST. LAGUNA HILLS, CA			
DRAWING NO. 03			



PROPOSED SHED #2 (EMPTY SPACE)
(WEST SIDE)



(WEST SIDE)
EXISTING GAZEBO



(NORTH SIDE)

(BACK YARD SPACE)



(NORTH SIDE)



NEW CONSTRUCTED SHED #1
(SOUTH SIDE)

PLOT PLAN NOT TO SCALE

PROPOSED ORCHID WORK AREA & SUPPLY STORAGE			
SCALE:	APPROVED BY:	DRAWN BY:	REVISED
PAGE: 015/10			
OWNER: MARIBEL M. BISHOP			
ADDRESS: 22201 TERMI ST, LAS VEGAS, NV, CA.			
DRAWING NO.:			05



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: JULY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER

ISSUE: 2016 MEMORIAL DAY RACE POST-EVENT REPORT AND A RESOLUTION
AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3/5 MARINE
SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE AND FILE THE REPORT; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3RD BATTALION, 5TH MARINES, 1ST DIVISION SUPPORT COMMITTEE, A CALIFORNIA NONPROFIT CORPORATION."

SUMMARY:

The 18th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion took place on Monday, May 30, 2016. Three thousand, six hundred ninety-six (3,696) runners participated in the event. A number of Marines ran in the half marathon again this year which, along with the 5K and 10K, was led from the start line by Grand Marshall Lance Cpl. Jorge Ortiz. A highlight of the community expo for 2016 was the presence of Marines along with a number of static displays. Total 2016 event expenditures, including staff time, were \$194,879 and event revenues totaled \$187,547. At its November 22, 2011 meeting, the City Council selected a pledge formula of \$3 per paid 5K, 10K, and half marathon participant for the continued funding assistance to the 3rd Battalion, 5th Marines, 1st Division Support Committee (3/5 Marine Support Committee). Based on this pledge formula, \$9,858 may be provided to the 3/5 Marine Support Committee by the adoption of the attached Community Assistance Funding Resolution.

BACKGROUND:

2016 Post Race Event Report:

The 18th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion took place on Monday, May 30, 2016. Three thousand,

six hundred ninety-six (3,696) participants registered for the 2016 event with seventy percent (70%) utilizing the internet to pre-register. Approximately three hundred (300) registrations were accepted in person during the pre-registration and packet pick-up that took place at Road Runner Sports on Saturday, May 28th and Sunday, May 29th between the hours of 11:00 a.m. and 4:00 p.m. Another two hundred and forty (240) runners registered in person on the morning of the event.

The City of Laguna Hills and South County Outreach again partnered in a food drive over the Memorial Day Weekend. Race participants and spectators were encouraged to bring canned goods and non-perishable food items to benefit South County Outreach. Collection stations were available at the race start line, in the community expo, and at Road Runner Sports during registration and pre-race packet pick-up. Approximately one hundred and forty (140) pounds of food were collected. In addition, a portion of the proceeds from the sales of beer garden tickets, a total of \$500, was donated to South County Outreach.

A highlight of the Community Expo for 2016 was the presence of the Marines from the 3/5 Battalion. At the request of the 3/5 Marine Support Committee a number of static displays were brought to the event. The public was able to sit in the vehicles and interact with the Marines. Grand Marshall Lance Cpl. Jorge Ortiz, a wounded warrior that had served with the 3/5 Marine Battalion in Afghanistan, helped start the races at 7:00 a.m. The Color Guard from the 3/5 Marine Battalion was also on hand to present the nation's colors prior to the start of the races.

Resolution for Community Assistance:

As the City Council will recall, at its November 22, 2011 meeting, the City Council selected the option of a pledge formula based on the Memorial Day Race registration revenues for the purpose of providing future financial assistance to the 3/5 Marine Support Committee. The pledge formula approved by the City Council was \$3 per paid 5K, 10K, and half marathon race participant. Applying this pledge formula to the total of 3,286 paid race participants, the available community assistance funding for the 3/5 Marine Support Committee is \$9,858. Direction from the City Council at the November 22, 2011 meeting, was to also require the 3/5 Marine Support Committee to provide a report to the City Council on the anticipated use of the funds. Attached to this staff report is a letter from the 3/5 Marine Support Committee stating its intentions on the use of the \$9,858 in community assistance.

A draft Resolution is also attached to this staff report for City Council's consideration and approval to authorize community assistance funding in the amount of \$9,858 for the 3/5 Marine Support Committee.

FISCAL IMPACT:

The 2016 Memorial Day Race event budget for direct expenditures was \$182,500, with a budget forecast for event sponsorships and registration revenue of \$174,600. Table 1 below details actual direct expenses of \$174,202 and actual revenue at \$187,547. Direct expenses were under event revenue by \$13,345. However, when staffing costs are included, total expenses exceeded revenue by \$7,332.

Table 1: 2015 Event Expense and Revenue Summary:

	\$ Amount
A) Event Revenue:	
Race Registrations	161,357
Sponsors	21,500
Expo Vendors	4,690
Total Revenue	187,547
B) Event Direct Expenses:	
Permits	1,787
Advertising	8,937
Graphics	4,475
Miscellaneous (<i>Truck rentals, Scaffolding</i>)	12,469
Race Shirts/Awards/Bibs/Food	40,309
Services	85,211
Expo	8,063
Police Services	12,951
Total Event Direct Expenses	174,202
C) Direct Expenses (over)/under Revenue	13,345
D) Event Staff Expenses:	
Planning (pre-event)	13,170
Pre-packet Pickup	1,035
Event Day	6,472
Total Staff Expenses	20,677
E) Total Event Expenses	194,879
F) Total Event Expenses (over)/under Revenue	(7,332)

If the City Council approves the Community Assistance Resolution, \$9,858 will be provided to the 3/5 Marine Support Committee from the City's General Fund for Community Assistance funding. As a result, the 2016 Total Event Expenses would be revised to \$204,737.

ATTACHMENTS:

- Resolution
- 3/5 Marine Support Committee Letter

RESOLUTION NO. 2016-07-12-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3RD BATTALION, 5TH MARINES, 1ST DIVISION SUPPORT COMMITTEE, A CALIFORNIA NONPROFIT CORPORATION

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, at the discretion of the City Council, the City may provide community assistance funding to certain community groups and nonprofit organizations that provide community service, support, and/or programming efforts intended to enhance the quality of life of the City's residents, provided the City Council finds and determines that the expenditure of such community assistance funding fulfills a public purpose and provides a direct public benefit within the City of Laguna Hills; and

WHEREAS, at the November 22, 2011, City Council meeting, the City Council directed staff to prepare an authorizing resolution for community assistance funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California nonprofit corporation, based on a \$3.00 per paid 5K, 10K, and half marathon event participant after the conclusion of each Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event; and

WHEREAS, applying the foregoing community assistance funding formula to the total of 3,286 paid runners that participated in the 2016 Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event brings the proposed community assistance funding total to \$9,858; and

WHEREAS, through the adoption of this Resolution, a majority of the City Council desires to make public purpose findings in order to authorize the expenditure of community assistance funding to the 3rd Battalion, 5th Marines, 1st Division Support Committee in consideration of the work and services the Support Committee provided to enhance the quality of the 2016 Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby authorizes and directs that the City provide community assistance funding in the amount of \$9,858 to the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California nonprofit corporation.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding in the Fiscal Year 2015/16 Operating Budget to the 3rd Battalion, 5th Marines, 1st Division Support Committee as authorized herein fulfills a public purpose and provides a direct public benefit to the residents of the City of Laguna and surrounding community.

PASSED, APPROVED, AND ADOPTED this 12th day of July 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2016-07-12- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 12th day of July 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



TEAM DARKHORSE
25462 Nellie Gail Road
Laguna Hills, CA 92653

3rd Battalion 5th Marines 1st Division Support Committee
dba Team Darkhorse
Tax Identification #27-4526336 501- (C) - (3) IRS organization

**From: 3rd Battalion, 5th Marines, 1st Division Support Committee
dba Laguna Hills Team Darkhorse**

To: Laguna Hills City Council Members and Staff

Subject: Anticipated use of funds donated by the City of Laguna Hills from the Memorial Day Races on May 30, 2016

July 6, 2016

For Team Darkhorse, December 2016 will complete the sixth calendar year of operations as a 501 C 3 Corporation. Over the course of those years, our Committee, with the city's help, has provided significant support -- materially and psychologically --- to current active Marines, prior enlisted veterans, combat injured veterans, and Gold Star families. City funds enable us to cover costs of administration, supplies, materials, professional fees, as well as basic support activities for the Battalion..

Over the course of these six years, our administrative costs are mostly unchanged -- any increases are due to price increases by our supplier or vendor.

Anticipated expenses for the coming year, listed below, are based upon prices paid this year, in the case where we have already paid, or prices estimated to be paid based upon last year's fee. (In the case of the cost listed to install hardware on light standards for the Tribute banners (\$1300.00), though this cost has already been incurred, it is listed as a cost going forward because it was not listed in last year's budget and was unexpected, so city funds will be used to replenish that amount.)

Indemnity Insurance	\$1700.00
Accountant for Tax Filing	\$ 365.00
State/Federal Fees required	\$ 73.00
Storage Unit	\$1032.00
Website/ Domain Fee	\$ 328.04
Printing/supplies (est)	\$ 200.00

TOTAL ADMINISTRATIVE COSTS	\$3698.04
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Team Darkhorse and the Marines' participation in Memorial Day and July 4th events are a significant portion of our budget each year. These costs vary depending on the numbers of Marines we sponsor for the run, and whether we have a Grand Marshal present. This year those costs were as follows:

Race Sponsorships for Active Duty, combat veterans, and Gold Star Family members:

\$1904.00

“Life grant” check to named combat wounded Grand Marshal:

\$1500.00

Installation costs of new hardware on city light standards for banners:

\$1300.00

Meals for Static Display Marines at both Memorial Day and July 4:

\$100.00

Hotel Rooms on Sunday night for Grand Marshal and 3 Previous Grand Marshals who attended the race:

\$433.75

TOTAL COSTS OF MEMORIAL DAY ACTIVITIES \$ 5237.75

Finally, costs of Team Darkhorse Tee Shirts and Caps, though once a significant portion of our budget, have been cut this year. These items were initially a large portion of the budget (Close to \$4,000.00) when we first launched, and were used as promotional items to give to the Marines who attended city functions, those who ran in our race, and at our booth as items to give out for suggested donations. It was decided that this is an item cost we could reduce by not giving away as many shirts and caps to the Marines. This year the cost has dropped and his expected to be as below:

Tee Shirts/Caps \$1200.00

GRAND TOTAL \$10,135.79

The exact projects and programs we support vary from year to year, and are dependent on both our fund raising success, as well as the input and guidance we receive from the Command. Changes of Command happen every few years, and in August the Battalion will experience the fourth Change of Command to have occurred since our inception. We plan, as always, to meet with the new Commanding Officer, to determine ways we best support the Marines this coming year.

Over the past year, we were successful in our application for a grant from SDGE of \$5,000.00, as well as with our fundraising connected to the benefit concert, SHOWCASE FOR VALOR.

Fund raising efforts cover additional costs of special projects. Examples of special projects are our Tribute Banners, grants for the Marines and Non Commissioned Officers of the Quarter, “Computers for veterans”, grants to assist injured 3/5 veterans in their transition to civilian life, donations to the Marine Corps Ball Fund to defray costs for junior enlisted Marines and injured veterans desiring to attend, and fund to assist enlisted Marines experiencing financial distress.

With the City’s help, we look forward to another year of fulfilling the implied promise of the City’s adoption of 3rdBattalion,5th Marines.

Respectfully submitted,

Karen Robbins
President